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Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

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VOL. XXXV., No. 9.

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 27, 1890.

CURRENT TOPICS.

THE TWO DIVISIONS of the Court of Appeal will during the Hilary Sittings take the new trial paper in alternate weeks. Each division will in the intervening weeks hear the appeals usually heard by that division. There remain about seventy cases on the new trial list.

MANY OF OUR readers will be glad to hear that the latest accounts of Sir HENRY COTTON'S health are good. Since he has been relieved from his judicial duties the unfavourable symptoms have abated, and it may be hoped that he has many years before him of well-earned repose.

THE LIST of witness actions in the Chancery Division, which comprised 448 at the commencement of the Michaelmas Sittings, has not been reduced to any great extent. In the five courts the several judges only disposed of an aggregate of seventy-four witness actions, so that 374 of the list remain to be tried. To these must be added the cases set down during the sittings.

AN ALTERATION has been made in the arrangements for the business of the second half of the present vacation. As regards Mr. Baron POLLOCK, the notice as printed (*ante*, p. 103) holds good. As regards the work after the 31st of December, Mr. Justice VAUGHAN WILLIAMS will be the Vacation Judge, and will sit on the days fixed in the notice, instead of Mr. Justice LAWRANCE.

THE NEW RULES of the Supreme Court which we published last week (*ante*, p. 120) are made under section 12 of the Bankruptcy Act, 1890, which provides that "where any goods of a debtor are taken in execution, and the sheriff has notice of another execution or other executions, the court shall not consider an application for leave to sell privately until *the notice directed by rules of court* has been given to the other execution creditor or creditors, who may appear before the court and be heard upon the application." The new rules direct that the application for an order that a sale under an execution may be made otherwise than by public auction shall be made by summons at chambers, containing a short statement of the grounds of the application. Upon service of a copy of the summons on the sheriff, he is to forward to the applicant a list of the names and addresses of every person at whose instance any other writ of execution against the goods of the debtor has been lodged with him. Notice of the application is to be given by serving a copy of the summons four clear days before the day on which the summons is returnable: (*a*) If the applicant is an execution creditor, upon the sheriff, and upon every

person named in the sheriff's list; and (*b*) if the applicant is the execution debtor, upon the execution creditor at whose instance the execution has been levied under which the sale is intended to be made, the sheriff, and every other person named in the sheriff's list.

THE COMMITTAL for trial of a man last week, at the Mansion House Police-court, on a charge of "embracery" is a revival of a very ancient, and apparently almost obsolete, branch of our criminal law. It was stated that no case of the kind had occurred in any court in England certainly for the last forty years, and probably for a much longer period. To attempt to influence a jury by promises, persuasions, entreaties, money, entertainments, or the like, is an offence punishable, in the case of "the person embracing" (to use BLACKSTONE'S language), by fine and imprisonment, while the juror "embraced," if he takes money, is liable to "perpetual infamy, imprisonment for a year, and forfeiture of the tenfold value." "The law," says HAWKINS, "so abhors all corruption of this kind, that it prohibits anything which has the least tendency to it, what specious pretence soever it may be covered with; and therefore it will not suffer a mere stranger so much as to labour a juror to appear and act according to his conscience" (Hawk. P. C. book 1, chap. 27, 8); and it seems that it is as criminal in a juror as in any other person to endeavour to prevail with his companions to give a verdict for one side by any practices except arguments from the evidence adduced and exhortations from the general obligations of conscience to give a true verdict" (1 Russell on Crimes, 360). The punishment is incurred whether the jurors give any verdict or not, and whether the verdict given is true or false (Hawk. P. C., *ubi supra*). The Juries Act of 6 Geo. 4, c. 50, expressly provides that, "notwithstanding anything herein contained, every person who shall be guilty of the offence of embracery, and every juror who shall wilfully or corruptly consent thereto, shall and may be respectively proceeded against by indictment or information, and be punished by fine and imprisonment, in like manner as every such person and juror might have been before the passing of this Act."

THERE IS A FASHION in conveyancing, as in other matters. Lord CRANWORTH'S Act (23 & 24 Vict. c. 145) contained provisions which, if accepted, would have materially shortened settlements. Conveyancers, however, rarely availed themselves of the provisions of the Act, except, perhaps, the provision as to receipts. The Conveyancing Act, 1881, contained some provisions *in pari materiâ* with those in Lord CRANWORTH'S Act; these provisions have been universally adopted by conveyancers. We do not intend at present to discuss the reason why these two Acts met with such different fates, we only wish to utter a note of warning. It is most dangerous to alter the ordinary form of an assurance because a statute has passed, without previously making certain that the form of assurance as altered and modified by the statute will produce the same effect as the assurance would have produced had it been drawn in the ordinary form. The Conveyancing Act, 1881, contains provisions (section 43) for the maintenance of children. The language of the section closely resembles, and yet has an important difference from, the form in ordinary use before the statute. That form, where the shares of the children vest at twenty-one, contains a direction to apply the income "of the share to which any child shall, for the time being, be entitled in expectancy" for maintenance (3 Dav. Prec. 716, 2 K. & E. 465), while the statute authorizes the application for maintenance of the income of property "held in trust for an infant . . . whether absolutely or contingently on his attaining twenty-one." It has, we believe, become the common, perhaps universal, practice to omit the express provision for maintenance in reliance on the statute. We believe there are a great many cases in which this practice is erroneous, and we intend shortly to discuss the subject, which is one of considerable difficulty.

WE REPORT elsewhere a judgment recently delivered by Judge STONOR in the case of *London General Omnibus Co.* v. *Aspinall & Co.*, in which he carefully and exhaustively considers two questions of great interest to county court suitors—namely, (1) whether county court judges still possess by statute an unfettered discretion in granting new trials, in no way limited by the rules and legal principles binding upon the High Court; and (2) whether an appeal will now lie from interlocutory orders made in the county courts. As both these questions have been already fully discussed in these columns (34 SOLICITORS' JOURNAL, 471, 482, 614), we will now content ourselves with merely expressing our entire approval of the decision arrived at by Judge STONOR (embodied in the lucid judgment above mentioned), which is quite in harmony with the opinions we have from time to time ventured to express on the points in controversy. We hope, and have reason to believe, that ere long the Court of Appeal will be asked to set at rest the doubts suggested by such cases as *Murtagh* v. *Barry* (24 Q. B. D. 632) and *Dinger* v. *Mathews* (88 L. T. 139). Meanwhile, we are fully content to rely upon the authority of the decisions given in *The Cashmere* (38 W. R. 623, 15 P. D. 121) and *London General Omnibus Co.* v. *Aspinall & Co.* (*suprà*). We notice that Judge STONOR concludes his judgment in the last-mentioned case with a dignified protest against some inconsiderate and inaccurate observations made by the learned judges who composed the Divisional Court which decided *Murtagh* v. *Barry* (*suprà*), and which are fully reported in 6 Times L. R. 300, though not in 24 Q. B. D. 632, where the case last cited is also reported. We regret to notice that, too often, in appeals from county court judges, their conduct is made the subject of blame through ignorance of all the circumstances under which they acted.

THE DECISION of the Court of Appeal in *Simmons* v. *The London Joint-Stock Bank* (*ante*, p. 123) simply follows that of the House of Lords in the *Earl of Sheffield's case* against the same defendants (37 W. R. 33, 13 App. Cas. 333), and a different result could hardly have been expected. In the latter case a money-dealer, who had his customer's authority to raise money on securities to a specified amount, used the securities, together with others, in order to obtain a loan on his own account from the bank. Consequently, as they were pledged in a different manner from that authorized by the customer, they were pledged without the customer's authority, and the only question was whether, as against him, the bank had obtained a good title as purchaser for value without notice. As is well known, the decision of the House of Lords turned on the point that, from the nature of the money-dealer's business, the bank might have suspected that the securities did not belong to him, and that in this case his power to pledge them would be limited by the actual authority which the true owner had conferred upon him. They had, in Lord BRAMWELL'S words, "notice of the infirmity of the pledgor's title, or of such facts and matters as made it reasonable that inquiry should be made into such title." No such inquiry, however, had been made, and the bank appear to have relied on an alleged custom in the City for money-dealers to deposit their customers' securities *en bloc* as security for their own debts to the bank. The notion of there being any such custom was repudiated, however, both by the Court of Appeal and the House of Lords. In the present case the only material point of difference was that the securities were pledged to the bank by a stockbroker instead of a money-dealer, but here, again, it was held that there was a probability, arising from the nature of the stockbroker's business, that the securities were not his own, but the property of his clients, and hence there was the same necessity for the bank to inquire whether such was the case, and, if so, what authority to deal with them had been given by the client. Failing these inquiries, the bank could not maintain the defence of purchase for value without notice, and, as in the *Earl of Sheffield's case*, it was assumed, for the purpose of arriving at this result, that the securities in question were negotiable instruments. We have on a former occasion pointed out that the inquiries which are insisted upon are such as it is impossible for banks in the ordinary course of business to make. It is pleaded indeed that, in point of fact, they would be futile. Honest customers, it is said, would be offended by them, and dishonest ones would return false answers. However this may be, the decision probably will have no more effect than to make banks more careful as to the brokers with whom they deal.

After all, it is primarily a question of who is to take the risk of the broker's honesty. Had the decision been the other way, this risk would have fallen on the client; as it is, it must now be assumed by the banks.

THE RECENT DECISION of the Court of Appeal in *The National Bank* v. *Silke* (*ante*, p. 108) raises an important question with regard to the negotiability of cheques. In general, of course, cheques are subject to the provisions of the Bills of Exchange Act, 1882, and seem, therefore, in spite of the doubt expressed by the Master of the Rolls, to come within section 8, which expressly declares what bills are negotiable and what are not. Bills which are not negotiable are first defined. By sub-section (1) they are such as contain words prohibiting transfer, or indicating an intention that they should not be transferable. The rest of the section would seem to refer to negotiable bills only, and it is said (sub-section (2)) that these may be payable either to order or to bearer. In each class a sub-division is made. A bill is payable to bearer (i.) when expressed to be so payable, and (ii.) when the only or the last indorsement is an indorsement in blank (sub-section (3)). So a bill is payable to order (i.) when expressed to be so payable, and (ii.) when it is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable (sub-section (4)). This sub-division appears, then, to indicate that, when a bill (or a cheque) is made payable to order, it is necessarily a negotiable instrument, and, save as provided by section 81 with regard to crossed cheques bearing the words "not negotiable," this essential property is not affected by the addition of special restrictive words. This view, which seems to be justified by the arrangement and the wording of the section, was favoured by FRY, L.J., but a decision upon it was not necessary. For the purpose of the above-mentioned case it was sufficient to say that, if a cheque drawn payable to order can ever be made not negotiable, an intention to produce this effect must be shewn by very plain words. The cheque in question had been drawn to the order of the payee, and had then been crossed *to his account* at a particular bank. Such words, it is clear, added little to the mere direction to pay to his order, and at any rate they did not amount to words plainly prohibiting transfer or indicating an intention that the cheque should not be transferable within the meaning of sub-sections (1) and (4) of section 8. The more important question, whether a cheque payable to order can, in any case, be rendered not negotiable, is thus left open. By section 81 the express addition of the words "not negotiable" limit, but do not destroy, its negotiability. The cheque is still transferable, but the holder of it has no better title than his predecessor had.

VERILY, there is nothing new under the sun. The last volume of the Selden Society's publications, just issued (Select Civil Pleas from 1200 to 1203), contains, among other interesting matter, a case of boycotting in A.D. 1200. MATILDA, the wife of ROGER LE PASSUR, complained that JOHN DE MEWIC had "deforced her of her land in Fransham, which she recovered against him by judgment of the court; *so that no one dare till that land because of him*, nor could she deal with it in any way because of him." Both the act and the motive bear a close resemblance to recent practices in Ireland; the land had been recovered against the defendant by a judgment of the court, and it was kept untilled because no one dare venture to till it in consequence of the anticipation of a summary penalty to be inflicted for so doing — the "ultimate sanction" in fact, without which boycotting, whether in the thirteenth or the nineteenth century, is unavailing. In the case before the court in A.D. 1200 it is recorded that "because the Sheriff testified that he believed what she [MATILDA LE PASSUR] said to be true, it is considered that JOHN do defend himself with the twelfth free hand, in five weeks after Michaelmas. Pledge of the law, ROGER DE BINTREE."

IT HAS for a long time been well settled that the purchaser of a reversionary interest is liable, as between himself and the vendor, to pay the succession duty which becomes payable when the interest falls into possession. In *Cooper* v. *Trewby* (28 Beav. 194), where a reversion in fee had been bought expectant on the death of a tenant for life, this was put upon the ground that the purchaser had bought the right to succeed to the estate on the death of the tenant for life, and that that right carried with it the tax on the succession. In the recent case of *Re Langham's Contract* (*ante*, p. 123) an attempt was made by the purchaser to escape from this rule on the ground that the vendor, an expectant heir, had contracted to sell his interest "free from incumbrances." At first sight it looks as though succession duty, which must necessarily become a charge on the property, might be included within this phrase; but the Court of Appeal drew the distinction, that though it would certainly be payable in the future, yet at the time of the purchase it did not constitute an existing incumbrance. As in *Cooper* v. *Trewby*, therefore, the future incumbrance was incident to what the purchaser had bought, and was for him to bear.

INTERFERENCE BY STRANGERS WITH THE PERFORMANCE OF CONTRACTS.

MR. BARNUM'S visit to this country, transitory though it was in its general effect, is nevertheless perpetuated in the law reports by two actions in which he figured; both of which have the same title—*De Francesco* v. *Barnum*. Upon the first, which is reported in 39 W. R., p. 5, we have already commented (34 SOLICITORS' JOURNAL, p. 687). It cannot be said to have established any new law, but it is a useful illustration of the rule that contracts of apprenticeship entered into by infants will only be enforced when they are for the benefit of the infants. The second, however (34 SOLICITORS' JOURNAL, p. 708), in which the decision was given by FRY, L.J, sitting as a judge of the Chancery Division, appears to involve a somewhat important extension of the liability of third persons who interfere with the performance of contracts, and deserves a more extended notice.

Like the former case, it arose out of the engagement by Mr. BARNUM of ballet girls for the performances at Olympia. The plaintiff, Signor DE FRANCESCO, was a teacher of stage dancing, and also provided dancing entertainments in London and elsewhere. In May, 1889, he entered into agreements with five ballet dancers, whereby they agreed to perform for him at the Crystal Palace and at other places at certain fixed salaries. But in October of the same year Mr. BARNUM, by his agent, who apparently knew nothing about these agreements, engaged the same girls to perform in the ballet at Olympia. The latter engagement proved the more attractive, and when, in November, the plaintiff required the girls to attend rehearsals for the Crystal Palace pantomime, they failed to do so. This led to the discovery by him of the engagement with Mr. BARNUM, and Signor DE FRANCESCO at once informed the showman of the prior agreements, and gave him notice that he should insist on their performance. This he did by the present action, in which he claimed damages against the ballet girls for breach of their several agreements, and damages against Mr. BARNUM for his interference. The case as against Mr. BARNUM was at first put on the ground that he had enticed the girls away from the plaintiff's service, but the claim was afterwards, by leave of the court, altered to one for damages for continuing the girls in the defendant's service after notice had been received of their previous engagements. This alteration was rendered necessary by the evidence, which failed to shew that the defendant had in the first instance any knowledge of the previous contracts, and all apparently that he did was to refuse, on receiving notice of them, to give up the benefit of the subsequent contract with the girls into which he had himself entered.

That an action will lie for interference with contracts is of course clear, and was settled by *Lumley* v. *Gye* (2 E. & B. 216) and *Bowen* v. *Hall* (6 Q. B. D. 333). The opinion was, indeed, at one time held that it was introduced in analogy to the Statute of Labourers, 23 Ed. 3, statute 1, and was restricted therefore to cases in which the relation of master and servant existed. Hence the dissenting judgments of Sir JOHN COLERIDGE, J., and of Lord COLERIDGE, C.J., in the first and second of the above

two last-mentioned cases respectively. Thus in the latter Lord COLERIDGE, C.J., expressed himself strongly to the effect that an action does not and ought not to lie against a third person for maliciously and injuriously enticing another to break a contract, in a case where the relation of master and servant in the strict sense does not exist. But it is now clear that this view was wrong, and that the malicious interference with the performance of any contract is actionable, provided that actual damage, such as might have been anticipated as the natural result of the interference, ensues. This has been put upon the general ground that every wrongful act which produces actual injury to another, such injury being its natural and probable consequence, is actionable. In the words of BRETT, L.J., who delivered the judgment of the majority in the later case, an action will lie "wherever a man does an act which in law and in fact is a wrongful act, and such an act as may, as a natural and probable consequence of it, produce injury to another, and which in the particular case does produce such injury"; and later on he explained that an act was wrongful when it was malicious, and that malice was implied in the use of persuasion to induce a person to break his contract "for the indirect purpose of injuring the plaintiff, or ot benefiting the defendant at the expense of the plaintiff."

But while it is clear that a stranger who interferes with the performance of a contract is liable if with the interference there is associated malice and damage, the application of the rule to the present case is not equally clear. The authority relied on by FRY, L.J., was *Blake* v. *Lanyon* (6 T. R. 221), where it was said that "an action will lie for receiving or continuing to employ the servant of another after notice without enticing him away." And again, "a person who contracts with another to do certain work for him is the servant of that other till the work is finished, and no other person can employ such servant to the prejudice of the first master; the very act of giving him employment is affording him the means of keeping out of his former service." But these *dicta*, notwithstanding that the latter professes to go beyond the strict relation of master and servant, are clearly founded on the special nature of that relation, and it may be doubted whether the modern authorities, which have extended the old action for inciting a servant to leave his service to interferences with contracts generally, have likewise extended this particular use of it. The sole questions now to be considered are whether the interference is due to malice as a motive and is followed by actual damage. But the malice referred to by BRETT, L.J., in the passage quoted above is very different from the motive which induces a man, when he has unwittingly interfered with a contract, afterwards to persist in such interference. In the latter case he is as much interested in the performance of the subsequent contract with himself as his opponent is in the performance of the earlier contract, and, in the absence of notice, his original conduct was not improper. There is here no indirect purpose of injuring his opponent, or of benefiting himself at his expense, but simply a desire to avert from himself a loss which must fall upon one of two innocent parties. It was said by FRY, L.J., that, as the liability of the defendant in *Lumley* v. *Gye* and *Bowen* v. *Hall* was established irrespective of the special relation of master and servant, so the extension of the liability in *Blake* v. *Lanyon* must likewise be maintained irrespective of any such relation. But no attempt seems to have been made to discover whether the new ground of liability, which was decided in *Bowen* v. *Hall* to be the true one, also existed either in *Blake* v. *Lanyon* or in the present case. The use of malicious motive as a ground of liability is quite exceptional, and it may be doubted whether such a motive can properly be imputed to a man who simply declines to accept a loss which, in consequence of the improper conduct of an *employé*, must fall either on himself or on the first employer.

THE TITHE RENT-CHARGE RECOVERY BILL.

LAST March the provisions of the Tithe Bill then before Parliament were considered in these columns under three heads, corresponding to the three objects of the Bill. One of those objects—viz., the modification of the provisions relating to redemption—finds no place in the present Bill, the scope of which is less extensive. It is practically admitted on all hands that the true solution of the tithe question is a carefully considered and equitable scheme of redemption, and there is no doubt that, sooner or later, some such scheme must be adopted. It also seems probable, having regard to the past history of redemption clauses, that no such scheme will be really effective unless it is made in some way compulsory. That being so, it becomes all the more necessary that the details and provisions should be worked out with extreme care, so as not to cause undue hardship on any one class of persons, and therefore probably a wise course has been adopted in deciding to refer this question to a Royal Commission, and meantime to pass a Bill to simplify the collection of the rent-charge.

The present Bill, then, aims at two only of the three objects aimed at by the previous Bill—namely, (1) The substitution of the owner of the land for the occupier as the immediate payer of the rent-charge; and (2) The substitution of a proceeding in the county court for distress as a remedy in case of the non-payment of the rent-charge. We will now proceed to consider how these two objects are proposed to be effected in the Bill.

1. As was pointed out in the article already referred to, it was always the intention of the Commutation Acts that the landowner should pay the rent-charge, and the result of the present practice, by which the occupier pays it, has been the imposition upon the tithe-owner of a substitute for the real debtor (or, to be accurate, *quasi*-debtor), with the consequently increased difficulty of collecting his rent-charge. From this imposition and difficulty the present Bill seeks to relieve him, and clause 1, sub-clause (1), makes the rent-charge payable by the owner, notwithstanding any contract to the contrary between him and the occupier; and sub-clauses (2) and (3) provide for the case of already existing contracts between the landowner and the occupier under which the latter has undertaken to pay the rent-charge. As between the titheowner and landowner in such cases, the landowner must pay, and he can recover the amount actually paid (but not any costs incurred or paid by him) from the occupier "by distress, in like manner as is provided by the Tithe Acts with respect to arrears of tithe rent-charge, and not otherwise"; in other words, the landlord is to have against his tenant the remedy which, in the hands of the titheowner, has proved such a fruitful source of discord and ill feeling that Parliament finds it necessary to abolish it, and no other. It is true the landlord and tenant may contract themselves out of this provision; but surely the fact that parties may contract themselves out of it can hardly be urged as a valid excuse for passing a provision in itself objectionable, and it is open to question whether in these cases it would not be well to leave the law as at present until the agreement comes to an end or can be determined.

Sub-clause (4) of clause 1 provides for the deduction by the occupier from his rent (not "the next payment on account of rent"), or from the sum payable to his landlord under the provision just considered, of any sum which he has paid on account of rates, to which the rent-charge is liable, on the demand of the overseers or other rating authority, and the landlord is entitled to deduct the amount from the tithe rent-charge payable by him (not "from his next payment on account of tithe rent-charge"). The provisions of this clause are open to the same criticisms as those made in these columns on the corresponding provisions in the recent Bill.

2. Clause 2, sub-clause (1), provides that "where any sum due on account of tithe rent-charge" is in arrear for not less than three months the person "entitled to such sum" may apply to the county court, which, the landowner having been duly served and heard, may order that "the said sum, or such part thereof as appears to the court to be due," be recovered. This clause is very badly expressed, and lends itself to the same criticism as that passed in these columns on the corresponding clause in the recent Bill. The following is suggested as attaining the object aimed at by the Bill, and as being free from the like objections—viz., "2. (1) Any person claiming to be entitled to any sum on account of tithe rent-charge issuing out of any lands, which is in arrear for not less than three months, may, whatever is the amount, apply to the county court . . . and the county court . . . may order that the said sum, or such part thereof as appears to the court to be due, having regard, where necessary, to the provisions of section 3 of this Act, be recovered. . . ."

The amount ordered to be recovered is to be recovered as follows—viz., (1) Where the owner is also the occupier of the land, the court is to appoint an officer with power to recover the said sum in the same manner as the titheowner can now recover arrears of rent-charge—*i.e.*, by distraint, or taking possession of the land. The only difference, therefore, which this provision would make in the case of yeomen, or small freeholders farming their own land, would be to substitute an officer (? bailiff) of the county court for the titheowner. Presumably, also, the said officer would be entitled to recover in the same way the costs and expenses of the proceeding. The provision would seem likely to increase the burden on the small freeholder by rendering the process of recovery more expensive, if less summary, than it is at present. (2) Where the owner is not also the occupier of the land, the court is to appoint a receiver of the rents and profits of the land subject to the rent-charge, and, unless the court otherwise directs (upon a ground to be considered below), of the rents and profits of any other lands of the same owner which are occupied by

the same occupier. The ground upon which the court may "otherwise direct" is that "it is unnecessary for recovering the rents and profits of such lands." It is rather difficult at first sight to appreciate the meaning of this provision, but the following would seem to be the only possible construction. The words "such lands" must relate to what has gone before, and mean the lands charged with the rent-charge, and the exception, therefore, only applies where the rents and profits of the lands charged can be recovered without, at the same time, recovering the rents and profits of the other lands—*e.g.*, where the lands charged and the other lands are let to the same tenant, not at one indivisible rent, but at separate rents, which can be recovered independently of each other. This construction, besides being, in our view, the only possible one grammatically—though another, making "such lands" refer to what follows, and mean, therefore, "the other lands," has been very plausibly suggested—seems to lead to eminently just and practical results; and it seems, further, that even where the rents and profits of the lands charged can be recovered apart from the rents and profits of the other lands—*i.e.*, where the court has the power to "otherwise direct"—the provision does not make such direction compulsory on the court, and it is not, therefore, obliged to exempt the other lands, unless satisfied that the titheowner will not be prejudiced thereby.

It only remains to note that *all* the lands of the owner occupied by the same occupier are affected by this provision, wherever situate, and not, as heretofore, only those in the same parish.

Sub-clause (4) provides that any sum ordered by the court to be recovered shall be payable by a trustee in bankruptcy, sheriff, or officer of a court who is in possession of the lands, "in like manner as if it were tithe rent-charge recoverable under the Tithe Acts." We have been unable to find in what manner tithe rent-charge is payable under those Acts by the persons named. No doubt the goods on the lands would be liable to distraint in the hands of such persons, and they might, therefore, be entitled to pay to avoid distress, but there seem to be no express provisions conferring that right, and the corresponding clause 3, sub-clause (3), in the recent Bill which expressly does so would seem preferable to the present one.

Sub-clause (5) provides that where the occupier is liable under any pre-existing contract to pay the rent-charge, and is, therefore, rendered liable by the Bill to pay the amount thereof to the landowner, he may serve notice of such liability on the owner of the rent-charge, and thereupon, before the court can make any order, he is to be served and heard as well as the owner. This clause is very well as far as it goes, but the consideration of clause 3 suggests the question whether it goes far enough. At all events, in the event of this provision becoming law as it stands it will be advisable for any such occupier to at once serve on the titheowner the requisite notice.

Clause 3, sub-clause (1), provides that where a sum is claimed on account of rent-charge, and the county court is satisfied that, if it is paid, the total amount paid on account of the rent-charge for a period of twelve months preceding the day on which the sum claimed became payable will exceed two-thirds of the annual value of the lands, as assessed under Schedule B. of the Income Tax Act, 1853, where such assessment exists, or, in default of such assessment, the annual value ascertained and certified as provided in sub-clause (3), the court shall order the remission of such excess.

In the first place, this clause is open to the same objections as the corresponding provision in the recent Bill—viz., that it makes the amount payable vary in some degree with the annual value of the land, which itself must vary from time to time with the value of its produce, and so gives an apparent legislative sanction to the contention that rent-charge under the Commutation Acts is still a charge on, or at all events depending on, the produce, though payable by the owner; and that it is inequitable towards the titheowner because though his rent-charge is liable to reduction with the annual value of the land when it falls, yet it is not liable to increase with the annual value when it rises, and, moreover, it is expressly provided that a remission, once made when the annual value is low, cannot be recovered when it is high. Besides these, the clause as it stands is open to other objections—for instance, it only provides for remission "where a sum is claimed on account of tithe rent-charge." There is no provision for the institution of any proceedings by either the landowner or the occupier. The provision in its present form seems admirably designed to work injustice on both landlord and tenant, and to create ill feeling between landlord, tenant, and titheowner. For instance, let us assume the rent-charge on any given land to be in excess of two-thirds of its annual value, and consider the position of the landlord on the one hand and the tenant on the other, if the titheowner will not admit or consent to the reduction of such excess.

Four courses are open to the landlord:—

(1) He may pay the rent-charge in full and recover it from his tenant by distress. This will very naturally lead to friction between them when the tenant knows that his landlord has paid more than he was obliged, and that the excess must come out of his own pocket, or

(2) He may pay the full amount and recover from his tenant only an amount equivalent to two-thirds of the annual value of the land. In this case he himself must be a loser of the excess, or

(3) He may refuse to pay, and then, when the titheowner has county courted him, he can claim and get the remission. In this case he will be running the risk of incurring expenses and costs which he cannot recover from his tenant, and that to obtain a remission by which he himself will not benefit, or

(4) He may wait till county courted, and then leave his tenant to intervene and claim the remission, which apparently he can do under sub-clause (5) of clause 2, but only if he himself has served notice of his liability under his contract on the titheowner, and has been consequently served with notice of the proceedings. Here again the landlord will be almost certain to incur expenses which he cannot recover, and from which he will reap no benefit.

The probable result, under such circumstances, of such a clause becoming law will be that, if on good terms with his tenant, the landlord will pay the rent-charge in full, unless it is considerably in excess of the two-thirds, and be content with receiving from his tenant an amount equal to the two-thirds, or, if the rent-charge is largely in excess of the two-thirds, he will himself claim the remission for his tenant's benefit; while if, on the contrary, he is on bad terms with his tenant, he will pay the rent-charge in full, however large the excess, and in this instance possibly, even if the landlord is ready to remit the excess if asked, and recover it from his tenant.

Thus the provision is in the one case hard on the landlord, and in the other on the tenant in leaving him entirely at his landlord's mercy. There seems a need of some procedure, which could very easily be provided for, under which either landlord or tenant may be able to obtain the remission. It is entirely outside the scope of this paper to consider whether the limit should be two-thirds or, as has contended, one-half of the annual value.

Sub-clause (5) of clause 3 provides that, where a special apportionment has been made under section 58 of the Tithe Act of 1836—*i.e.*, where a rent-charge has, at the landowner's request, been specially apportioned on a portion only of the lands intended to be charged, to the exclusion of the rest—the court shall grant no remission unless satisfied that the applicant would have been entitled to such remission if no such special apportionment had been made—*i.e.*, if the rent-charge were charged on the whole of the lands originally intended to be charged. It seems as if it would be next to impossible to obtain a remission in such a case. The court must be satisfied (1) what those lands are; (2) what their total annual value as assessed under Schedule B., or as certified under the provisions of the Bill, is; (3) that the rent-charge claimed exceeds such total annual value, and (4) by how much.

Land used or laid out for building is excepted by sub-clause (7) from the provisions as to remission.

The only other respect in which the Bill appears to call for criticism is that for the first time one misses a clause providing that nothing in the Bill shall impose any *personal* liability on anyone in respect of the payment of tithe rent-charge. The Bill does not anywhere seem to create such a liability, but it is worthy of remark that such a provision is for the first time omitted.

The remainder of the Bill does not materially differ, so far as it goes, from the recent Bill, and many of the criticisms in the articles on that Bill are applicable to the present one. The main object of this article has been to criticize fairly those provisions which are new or have been modified. On the whole the conclusion to be drawn is that, while in some instances the present Bill is an improvement on the corresponding portions of its predecessor, yet, like it, it is capable of considerable improvement in details.

E. F. STUDD.

CASES OF THE WEEK.

Court of Appeal.

MADELL *v.* **THOMAS, SONS, & CO.**—No. 1, 18th December.

BILL OF SALE—ABSOLUTE ASSIGNMENT BY DEED—HIRING AGREEMENT—ESTOPPEL AS BETWEEN GRANTOR AND GRANTEE—BILLS OF SALE ACTS, 1878 AND 1882 (41 & 42 VICT. c. 31, s. 4; 45 & 46 VICT. c. 43).

By deed, dated the 21st of December, 1888, the plaintiff, in consideration of the sum of £200 owing by him to the defendants, assigned to the defendants absolutely certain chattels in his possession. Contemporaneously with the above deed the plaintiff executed a hiring agreement, under which he hired the chattels (which were described as belonging to the defendants) upon the terms that on £200 being paid to the defendants in forty weekly instalments of £5 each the chattels should become the property of the plaintiff; and in case of default in punctual payment of any instalment the defendants might take possession of the chattels. Default having been made, the defendants took possession, and the plaintiff brought an action of trespass and trover, contending that the documents constituted a bill of sale within the Bills of Sale Act, 1882, and were void for want of registration. The action was tried before A. L. Smith, J., and a jury, when the learned judge directed the jury that if

the real transaction was an out-and-out sale, coupled with a re-hiring, they were to find for the defendants; but if the agreed transaction was that there should be a mere security for a loan, and if the transaction as carried out was a mere disguise and cloak for a loan, then they were to find for the plaintiff. The jury found for the plaintiff. The defendants moved for judgment or for a new trial, on the ground that the plaintiff, who was a party to the absolute deed of assignment, was estopped from shewing that the transaction was a loan upon security, and therefore within the Bills of Sale Act, 1882.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the motion. They said that the case of *Re Watson* (38 W. R. 567, 25 Q. B. D. 27) was exactly in point. That case decided that the court was not bound by the form of the documents, but might go through them to ascertain the real nature of the transaction, and see whether the documents constituted a bill of sale within the Bills of Sale Act, 1882. The Act enabled the court to do that, whereas, apart from the Act, they could not contradict or look through the documents. That was the same whether the question arose between the parties to the deed, or between one of the parties and the trustee in bankruptcy or execution creditor of the other. The trustee or execution creditor could only claim through the party, and the doctrine of estoppel, if applicable to the party, would apply equally to the trustee or execution creditor. If that were not so, the Act would be evaded with the utmost facility, and would become a dead letter. The verdict and judgment were therefore right.—COUNSEL, *Channell*, Q.C., and *C. C. Scott*; *J. A. Boyle*. SOLICITORS, *G. R. Harrison*; *G. C. Lovell Fry*.

JONES *v.* **MACAULAY**—No. 1, 19th December.

PRACTICE—COUNTER-CLAIM—DEFAULT OF DEFENCE THERETO—MODE OF OBTAINING JUDGMENT—R. S. C., XXIII., 4; XXVII., 2, 11.

Action for £1,024, the price of goods sold and delivered. The defendant delivered a defence and counter-claimed for £100 for medical attendance. The plaintiff having made default in delivering a defence to the counter-claim, the defendant applied at the Central Office to enter judgment on the counter-claim, but it was refused. The defendant thereupon applied *ex parte* at chambers for leave to enter judgment on the counter-claim. The judge in chambers and the Divisional Court, upon the authority of *Burkhardt* v. *Im Thurm* (noted in the Annual Practice, 1890-91, p. 496), and *Higgins* v. *Scott* (21 Q. B. D. 10, 36 W. R. Dig. 155), held that the defendant must proceed by motion for judgment. The defendant appealed *ex parte*.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the decision in *Burkhardt* v. *Im Thurm* was consistent with the rules and orders. The practice that was there established was a good practice, and there was nothing in the rules contrary to it. A motion for judgment was therefore necessary. LOPES, L.J., concurred. Order 23 applied to the pleadings in an action proceeding in the ordinary course. Order 27 was headed "Default of Pleading," and rule 11 applied to a default in pleading to a counter-claim, and a motion for judgment was necessary. *Higgins* v. *Scott* was, therefore, right. There was good reason for this practice, as the court ought to keep its hand over the action, and prevent, if necessary, the defendant from getting judgment and issuing execution on the counter-claim when the claim was not decided. KAY, L.J., concurred.—COUNSEL, *Cluer*. SOLICITOR, *Hood Barrs*.

BARROW *v.* **ISAACS AND ANOTHER**—No. 1, 19th December.

LANDLORD AND TENANT—BREACH OF COVENANT—SUB-LETTING WITHOUT LICENCE—RIGHT OF RE-ENTRY—RELIEF ON GROUND OF MISTAKE.

In a lease, in 1881, of certain warehouses from the plaintiff to the defendants for a term of years, the defendants covenanted not to assign or underlet the premises or any part of them without the consent in writing of the plaintiff, such consent not to be arbitrarily withheld. The lease contained a proviso for re-entry for breach of covenant. In 1888 the defendants sub-let a portion of the premises without having obtained or applied for the plaintiff's consent. The plaintiff having brought an action to recover possession of the premises, evidence was given that the defendants, at the time when the lease was granted, knew of the covenant, but from that date they left the matter entirely in the hands of their solicitor; that the solicitor was away when the sub-lease was drawn by his managing clerk, who had not access to the original lease, but that the solicitor, who had the care of the original lease, returned to his office before the sub-lease was executed. Both the solicitor and his clerk had forgotten the covenant in the original lease. It was admitted that the sub-tenant was a respectable and responsible person. Day, J., who tried the case, held that there had been a breach of the covenant, and that the case was not brought within any of the grounds upon which equity would grant relief. He therefore gave judgment for the plaintiff. The defendants appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the sub-lessees were persons of very high standing, and if the plaintiff's consent had been asked in time he could not have reasonably refused it; and the omission to ask his consent had not injured him in any way. Still, there had been a breach of covenant, which at law entitled the plaintiff to re-enter. Would equity relieve against the forfeiture? Equity would relieve on the ground of fraud, accident, or mistake, coupled, in his opinion, with the circumstance that there could be complete compensation, or no injury requiring compensation. The present case was not a case of fraud or accident. Was it such mistake as a court of equity would grant relief for? Mere forgetfulness was not mistake, and he could find no case to shew that it was. Assuming, however, that it was a case of mistake, would a court of equity be deprived of its power to grant relief when the mistake was the result of the negligence of the defendants' agent? The negligence here was the negligence, not of the defendants, but of the solicitor's clerk. Speaking for himself, he declined to say that a court of equity would invariably in such a case be prevented from granting relief. However, the present case did not come within the doctrine of equity as to mistake, and this appeal must be dismissed. LOPES, L.J., concurred in the judgment of Kay, L.J. KAY, L.J., said that the courts had abstained from laying down any definition of "mistake." A court of equity considered all the circumstances of each case, and would not relieve from a forfeiture in consequence of a mistake almost wilful. The cases in which courts of equity had relieved from the consequences of a mistake had been cases of mutual mistake, or of ignorance of both parties affecting the essence of the contract, or of knowledge of one party of something material unknown to the other coupled with some circumstances of surprise and fraud upon the ignorant party. The present case was quite different. There was negligence in the defendant's solicitor or his clerk, and the defendants were liable for that negligence. It had been urged that, as no injury was done, equity would relieve. There was no case which shewed that for an oversight in not using the means of knowledge in his power a court of equity would relieve. There must have been many forfeitures from such a cause. Even assuming that equity would have power to relieve in such a case, in his opinion the exercise of that power in the present case would not be right.—COUNSEL, *Channell*, Q.C., and *Forman*; *Pollard* and *Rufus Isaacs*. SOLICITORS, *W. A. Colyar*; *A. E. Sydney*.

Re **THE JOHANNESBURG HOTEL CO. (LIM.)**—No. 2, 17th December.

COMPANY—WINDING UP—CONTRIBUTORY—PAID-UP SHARES—PAYMENT "IN CASH"—COMPANIES ACT, 1867, s. 25.

This was an appeal by a company called the Zoutpansberg Prospecting Co. (Limited) from a decision of Chitty, J., holding that the appellants were liable to be placed on the list of contributories of the Johannesburg Hotel Co., which was in liquidation, in respect of 2,500 £1 shares treated as having had nothing paid on them. The Prospecting Co. alleged that the shares had been fully paid for by an equivalent of cash, inasmuch as they had been allotted in part satisfaction of a debt due from the Hotel Co. under an agreement with one Tyler. The Prospecting Co. was incorporated in April, 1889, one of its objects being the promotion and formation of other companies. Two of its directors, Durnford and Stephenson, carried out the promotion of the Hotel Co., which was registered on September 25, 1889, with a nominal capital of £75,000, divided into £1 shares. One of the objects specified in its memorandum of association was to adopt and carry into effect an agreement, dated September 25, 1889, between Tyler of the one part and one Phelps of the other part. Tyler was a nominee of the Prospecting Co., and Phelps, who was its secretary, entered into the agreement as a trustee for the Hotel Co. This agreement provided that Tyler should complete the registration of the Hotel Co., and pay all the expenses of promotion, up to the date of the first allotment of shares, and Phelps, as trustee, thereby agreed with Tyler that the directors should, as soon as possible, proceed to allot such shares as should have been applied for by the public, and that immediately after such allotment the Hotel Co. should pay in cash to Tyler the sum of £3,750. The memorandum and articles of association of the Hotel Co. were signed by (among others) Durnford, Stephenson, and Phelps, and on the day after the registration of the company Durnford, Stephenson, and two others met as signatories of the memorandum and purported to approve the prospectus and to adopt the agreement of September 25, 1889. On October 1 the same four persons again met and purported to adopt and confirm the agreement to allot shares applied for to date—viz., 4718, to appoint four gentlemen named in the prospectus and Durnford and Stephenson directors, and to resolve that £1,250 should be paid to Tyler on account. On October 2 Durnford and Stephenson and another director formed a board meeting, at which a cheque for £150 was drawn in favour of Tyler. At a board meeting held on the 8th of October a further cheque for £500 was drawn in Tyler's favour, and it was resolved that 2,500 fully-paid ordinary shares be allotted to the Prospecting Co. in terms of the agreement. In pursuance of this resolution 2,500 shares were allotted to the Prospecting Co., and a letter of allotment was made out. The Prospecting Co. were entered in the register of shareholders of the Hotel Co. as holders of 2,500 shares. No contract relating to the 2,500 shares was registered under section 25 of the Companies Act, 1867. The Hotel Co. was subsequently ordered to be wound up. Chitty, J., held that there was no agreement binding on the Hotel Co. to pay Tyler the £3,750, but that there was an agreement by the Prospecting Co. to take the 2,500 shares, and that, having regard to section 25, the shares had not been paid for.

THE COURT (Lord HALSBURY, C., and BOWEN and FRY, L.JJ.) affirmed the decision. Lord HALSBURY, C., said:—The policy of the Act of 1867 appears to have been that the capital of the companies to which that Act applies should be real, and that such arrangements as had occupied the attention of the courts in that same year, by which payments from the shareholders were to form the capital, should not be satisfied by agreements like that in *Pellat's case* or *Elkington's case*, decided in the earlier part of that same year (1867). The language of the statute is simple enough —"Every share in any company shall be deemed and taken to have been issued and to be held subject to the payment of the whole amount thereof in cash," unless a written contract, to be filed before the issue of the shares, shall otherwise determine. The policy and language are equally clear. The shares are to be paid for, and paid for in cash, so that, I think, the Legislature contemplated that the money should actually be received on behalf of the company, and those who received it should be accountable to the incorporated body for the money so received. It is obvious, I think, what security that was intended to give both to shareholders and creditors, and if it were honestly acted on, security would be given that

the capital of the new trading concern should really and truly be subscribed. Experience had shewn what indirect and dangerous arrangements might be made whereby a person might appear to be a shareholder and yet have never contributed one farthing to the concern. The statute, as it seems to me, intended by express language to render impossible any such indirect settlements of the right of the incorporated body to have the money, and provided the shares should not only be paid for, but added the words "in cash." Had the course of decisions always followed the language of the statute no difficulty would have arisen. But a case to which I will presently refer has, I think, unfortunately established that payment in cash need not be what the words literally signify; but that, if there is something which the parties choose to call payment, and if there is that which the court can consider equivalent to cash, the language of the statute is satisfied. In this case it is difficult to speak of the adventures which are in question as real companies. Two gentlemen appear to have got up both companies in different characters, and, having gone through the legal forms to establish two companies, and themselves acting as directors of both companies, proceeded to enter into contracts binding each of them in a way which would be ludicrous if it did not involve loss and damage to persons who knew little or nothing of the real nature of the machinery by which these companies were being established. The Prospecting Co. promote the Hotel Co. and the Hotel Co. agree to pay £3,750 for promoting it, and for an agreement of indemnity against all liability in respect of the formation of the company up to the date of the allotment. Before the existence of the Hotel Co. two persons named Tyler and Phelps executed a written contract which upon the formation of the company was adopted and confirmed by the two gentlemen, who really were the only active persons in either company, but in the name of all the persons who signed the memorandum of association, and it may be assumed that, if in the name of the Prospecting Co. these persons did in fact agree to the alleged contract thus adopted by the Hotel Co., that contract, whatever its results may be, bound the Prospecting Co. But I am unable to see any evidence of any such agreement. It was boldly argued that the identity of the two gentlemen in question was sufficient to establish the contractual assent of the Prospecting Co. It may be (indeed, it certainly is so) that the companies were but nominees—puppets—only intended to move as their manufacturers intended they should move, and had they passed resolutions under such circumstances as to bind the company for which they were then professing to act, I do not deny that the abstraction would be bound by formal acts, however unreal might be the separate identity of each company. But persons who engage in such transactions must at least make their puppets move in a legal manner. The knowledge and intention of the individual persons is nothing to the purpose. It is the abstraction, the ideal legal personage, which is sought to be bound. Its whole nature is artificial, and it can only be bound by such acts as it, in its abstract form, consents to be bound by. I cannot affirm that the Prospecting Co. ever accepted the terms of the contract which the Hotel Co. adopted and were willing to agree to. Neither resolution nor minute purporting to be that of the Prospecting Co. can be found which, as against the Prospecting Co., could be relied on as agreeing to the proffered terms. Now, what was intended to be done by what I have described as the puppets was to get rid of the payment of the shares allotted to the Prospecting Co. by registering a contract in writing within the 25th section. Either from a blunder, or for some reason which at present I am not able to follow, the contract which might or might not have effected that object was not registered, and the result was that 2,500 shares in the Hotel Co. were allotted to the Prospecting Co. without the protection from payment for them which the parties probably intended. That the Prospecting Co., therefore, are shareholders, that they are not protected by any agreement within the 25th section, are facts about which there can be no dispute, and the only mode by which the Prospecting Co. can effectually relieve themselves from the obligation for payment on these 2,500 shares is by shewing that they have paid for the shares of which they are the registered holders. This is an issue which lies on the Prospecting Co. to prove, and although James and Mellish, L.JJ., both held in *Spargo's case* (an authority by which, sitting in this court, I am bound, whatever I might be elsewhere), that what would be proof of payment as distinguished from set-off or accord and satisfaction would satisfy the language of the statute, I am unable to see, upon the facts I have pointed out, that there would be any evidence to go to a jury of payment as distinguished from accord and satisfaction in this case. I venture to doubt whether what is described by those eminent judges as the absurdity of handing money backwards and forwards when two people have cross demands is so great as the absurdity of construing the words "in cash" as payment without cash. However, as I have said, I am bound by the decision in this court; but I am of opinion that it was for the appellant to satisfy us that there were such cross demands each upon the other, and at the date when each had an actual demand upon the other for present payment as to bring it within the decision in *Spargo's case*. I am of opinion that they have wholly failed to establish that proposition. BOWEN, L.J., concurred. FRY, L.J., concurred. He said that it was not denied that the Prospecting Co. agreed to take 2,500 shares in the Hotel Co., if not as fully paid up, then as ordinary shares. It was contended that these shares had been fully paid up in cash, within the meaning of section 25, as expounded by *Spargo's case* and other cases, by which the words "in cash" had in effect been struck out of the statute. On the evidence, his lordship was of opinion that the affidavits had failed to shew (the burden being on them) the existence on the day when the payment was alleged to have been made of two contracts, each creating a debt, and of an agreement between the two companies to extinguish one debt by the satisfaction of the other. But, even if the two contracts were established in point of fact, there appeared to be a conclusive reason why no payment in the manner contended for could have been made. A contract to take shares not paid up created a liability to pay money, and, under some circumstances, a debt; a contract to take fully paid-up shares created a liability to take the shares, but no liability to pay money, and no debt under any circumstances. From which it followed that there could never be any cross debts between the company and its allottee under a contract to take fully paid-up shares, and, consequently, no payment could be effected by accepting the extinction of one debt as the satisfaction of another.—COUNSEL, *Dunham; Borthwick*. SOLICITORS, *Watson & Watson; Blunt & Lawford*.

Re **THE ALABAMA, NEW ORLEANS, TEXAS, AND PACIFIC JUNCTION RAILWAY CO.**—No. 2, 18th December.

COMPANY—WINDING UP—COMPROMISE OR ARRANGEMENT WITH CREDITORS—SANCTION OF COURT—JURISDICTION—SCHEME DEPRIVING DEBENTURE-HOLDERS OF THEIR SECURITY IN PART—JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870, s. 2.

This was an appeal from a decision of North, J. (*ante*, p. 55), the question being, whether, under section 2 of the Joint-Stock Companies Arrangement Act, 1870, the court has power to sanction a scheme of arrangement between a company in liquidation and its creditors which will have the effect of depriving secured creditors, in whole or in part, of their security. In the present case a scheme which would have the effect of altering the rights of the debenture-holders of the company, which was in voluntary liquidation under the supervision of the court, had been approved by majorities exceeding the prescribed statutory majority of the debenture-holders and other creditors of the company, and the liquidator petitioned for the sanction of the court. The petition was opposed by some dissentient debenture-holders. The point was taken that the court had no jurisdiction to sanction a scheme which interfered with the rights of secured creditors, but it was admitted that North, J., had already decided in favour of the jurisdiction in *Re Empire Mining Co.* (34 SOLICITORS' JOURNAL, 319, 44 Ch. D. 402), and therefore the argument was not pressed. North, J., held that the scheme was a fair and reasonable one, and he sanctioned it In the Court of Appeal the question of jurisdiction was fully argued. Section 2 of the Act of 1870 provides that, "Where any compromise or arrangement shall be proposed between a company, which is at the time of the passing of this Act or afterwards in the course of being wound up, either voluntarily or by or under the supervision of the court under the Companies Acts, 1862 and 1867, or either of them, and the creditors of such company or any class of such creditors, it shall be lawful for the court, in addition to any other of its powers, on the application in a summary way of any creditor or the liquidator, to order that a meeting of such creditors or class of creditors shall be summoned in such manner as the court shall direct; and if a majority in number representing three-fourths in value of such creditors or class of creditors present either in person or by proxy at such meeting shall agree to any arrangement or compromise, such arrangement or compromise shall, if sanctioned by an order of the court, be binding on all such creditors or class of creditors as the case may be, and also on the liquidator and contributories of the said company."

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) affirmed the decision. LINDLEY, L.J., said that the Act of 1870 was passed for the purpose of adding to and enlarging the powers of the court in allowing creditors of a company to make compromises with the company, as it had been found that the powers conferred by the Act of 1862 for this purpose were too restricted. It was obvious that section 2 applied only where a company was in the course of winding up, and that a company was never wound up except under circumstances which rendered some great change necessary. In ninety-nine cases out of a hundred the reason for the winding up was that the company was unable to pay its debts. It was in that case that the Legislature had thought fit to enlarge the powers of the creditors. The language of the Act was wide enough to include creditors of every kind, whether secured or unsecured, and to construe section 2 as not including secured creditors would be to make a dead letter of it. Whether one looked at the object or at the language of the Legislature it was necessary that secured creditors should be treated as within the Act. None of the cases which had been cited were in point with the exception of *Re The Empire Mining Co.*, but there were *dicta* by several judges in favour of the jurisdiction, and there had never been any expression of opinion to the contrary. *Re The Empire Mining Co.* was, however, a direct authority, and it appeared to his lordship to be a right decision. In determining the second question—the question of the propriety of the scheme—it was the duty of the court to see that the persons promoting the scheme had acted with *bona fides*, and that a minority were not overridden by a majority having opposing interests; but having due regard to all those considerations, his lordship came to the conclusion that the scheme was for the benefit of the debenture-holders as well as of the other creditors. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Rigby*, Q.C., *Cozens-Hardy*, Q.C., and *Levett; Sir Horace Davey*, Q.C., and *A. R. Kirby; F. C. Norton, Swinfen Eady*, and *Eve*. SOLICITORS, *Stoughton & May; Lattey & Hart; Norton, Rose, & Co.; Ashhurst, Morris, & Co.*

High Court—Chancery Division.

MOORE *v.* **KNIGHT**—Stirling, J., 18th December.

PARTNERSHIP—LIABILITY FOR FRAUD OF CO-PARTNER—MISREPRESENTATION—STATUTE OF LIMITATIONS—TRUSTEE ACT, 1888 (51 & 52 VICT. c. 59).

The plaintiff in this action at various dates between 1867 and 1874 deposited sums amounting to £351 with a firm of solicitors for invest-

ment. Various changes had taken place in the firm since 1874, and in the result this action was really defended by the personal representative of one of the partners on a plea of the Statute of Limitations (21 Jac. 1, c. 16) and the Trustee Act, 1888 (51 & 52 Vict. c. 59). The plaintiff contended, in reply, that the case fell within the exceptions (*a*) and (*b*) of subsection 1 of section 8 of the Trustee Act, 1888; and relied on the decision in *Blair* v. *Bromley* (5 Ha. 542, 2 Ph. 354), where it was held that an innocent partner was bound by the misrepresentations of his fraudulent partner, which prevented the discovery of a fraud before the period fixed by the Statute of Limitations had expired, and was deprived of the benefit of the statute.

STIRLING, J., while not expressing a final opinion as to whether the case fell within any of the exceptions in section 8 of the Trustee Act, 1888, held that, even if the statute applied, a trustee was under it entitled to the benefit of the Statutes of Limitation "in like manner and to the same extent as a person not a trustee," and that consequently the principle of the decision in *Blair* v. *Bromley*, which did not proceed on any principle or rule of equity specially applicable to trustees, remained unaffected by the statutes.—COUNSEL, *Ribton* and *E. Bartley Dennis*; *Graham Hastings*, Q.C., and *Woodroffe*; *Fossett Lock*. SOLICITORS, *H. H. Hood Barrs*; *Robinson, Preston, & Stow*, for *Berridge & Miles*, Leicester; *Smith, Faweton, & Son*, for *Wright, Williams, & Wright*, Leicester.

Re **WHITELEY AND ROBERTS' ARBITRATION**—Kekewich, J., 17th December.

ARBITRATION—AWARD—SETTING ASIDE—MISCONDUCT—ADMISSION—EVIDENCE—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), s. 11 (2).

On a motion to set aside an award, it was alleged that the arbitrator had accepted a bribe from one of the parties to the arbitration. At the hearing the evidence was taken *viré voce*; the arbitrator was not called as a witness by the plaintiff, but other persons deposed to a conversation in which he had admitted that he had received a bribe. The defendant Roberts, who was the other party to the arbitration, was not present when this conversation took place, and, before calling any witnesses, took the objection that the admission of the arbitrator was no evidence against him, and that there was no other evidence of misconduct.

KEKEWICH, J., said that the ordinary rule was that admissions by one person could not be used as evidence against another party unless made in his presence. There was no reason for saying that admissions by an arbitrator formed an exception to that rule. The arbitrator ought himself to have been called to prove the misconduct. The admission was not sufficiently proved to shew fraud on the part of the arbitrator. Motion refused as against Roberts, with costs.—COUNSEL, *Renshaw*, Q.C., and *Waggett*; *Warmington*, Q.C., and *Dare*; *Butcher*. SOLICITORS, *Van Sandau*, for *E. F. Brook*, Huddersfield; *Torr & Co.*, for *Douthwaite & Waddington*, Cleckheaton; *Yeardall, Son, & Marriott*, for *J. V. Curry*, Bradford.

County Courts.

LONDON GENERAL OMNIBUS CO. *v.* **ASPINALL & CO.**—Brompton, 9th December.

NEW TRIALS AND APPEALS IN COUNTY COURTS—COUNTY COURTS ACT, 1888, ss. 89, 120—122.

His Honour Judge STONOR.—This action was commenced in the High Court and has been remitted to this court, although the plaintiffs' office is in Finsbury-square, in the City of London, and the defendants' manufactory is at New-cross, in the county of Kent. In it the plaintiffs originally claimed the sum of £91, and the defendants admitted and paid into court the sum of £68 8s., but disputed the balance, £22 18s. 4d., in respect of one month's advertising in the plaintiffs' omnibuses under an agreement of the 1st of November, 1889, and contended that the payment, or as it is termed the rent, under such agreement was payable quarterly, and not monthly, which was the only issue. At the trial two agreements and certain correspondence and accounts, and also an affidavit made by the defendants, were admitted in evidence. The first agreement was as follows:—

"MEMORANDUM OF AGREEMENT.

"Please place one transparent advertisement in each of 400 omnibuses with large windows, space back window under staircase, for which I agree to pay the London General Omnibus Co. (Limited) nine shillings each per annum, commencing when all are fixed, payable quarterly. This contract to be for one year, and subject to the regulations of the Commissioner of Police. We agree to find transparencies.

"*pro* ASPINALL & ASPINALL,
"A. H. CARPENTER,
"New-cross, S.E.

"Renewal optional.
"Rent to commence when all of above are fixed."

The second agreement upon which the plaintiffs now sue was as follows:—

"OMNIBUS ADVERTISING CONTRACT."

(Here follows a list of certain omnibuses, with particulars of their daily routes.)

"Please place fifty advertisements (twenty-five garden-seated, twenty-five ordinary size) outside the omnibuses on the routes marked on the above list, for which I agree to pay the London General Omnibus Co. (Limited) £22 18s. 4d. per month for twelve months, commencing when all are fixed; but should any or all of the advertisements be removed or discontinued by you during the term of this contract, a proportionate allowance shall be made me.

"Name—(*pro* ASPINALL, ASPINALL, & Co.), A. H. C.
"Address—New-cross.
"Date—Oct. 2nd, 1889."

The plaintiffs relied wholly on the second agreement, contending that, upon the true construction of that document, the rent was payable monthly, and that no parol evidence was admissible to explain it. I held that there was a patent ambiguity upon the face of the agreement, inasmuch as the rate, but not the time of payment, was fixed by it, and that evidence of any agreement or custom as to the time of payment was admissible. The defendants then called the manager of their advertising department, Thomas Carpenter, who deposed that he had entered into the agreement in question, and also the first agreement, with Mr. Saxby, the manager of Messrs. Smith & Co., advertising contractors and agents of the plaintiff company, and that it was verbally agreed that the payments under the second agreement were to be quarterly, the same as under the first agreement, but that monthly accounts of both payments should be rendered according to the usual course of the defendants' business, and for their convenience. The plaintiffs thereupon called Saxby in contradiction of this evidence, but he deposed that he was "in doubt whether anything was said how the rent was to be paid; whether quarterly or not, or whether monthly accounts should be rendered." It appeared that in January, 1890, two monthly accounts of payments due under both agreements were rendered to the defendants, and that the latter paid both some time after, and this was relied on by the plaintiffs as evidence of an agreement for monthly payments; but it was contended by the defendants that the payment so made, extending, as it did, to the rent due under the first agreement, which clearly contemplated quarterly payments, was made by them inadvertently or for convenience. There were some slight expressions in the correspondence favouring either view, but it appeared to me that, considering the positive evidence of Carpenter, wholly uncontradicted by Saxby, the balance of evidence was clearly in favour of the defendants. I, however, thought it doubtful whether I should have been justified in directing a verdict for the defendants, and I therefore left the case to the jury, who, after some deliberation, found for the plaintiffs, being no doubt greatly influenced by a very able speech of the plaintiffs' advocate, and I entered judgment for the plaintiffs accordingly, although not without some doubt: see the case of *Rocke* v. *McKerrow* (24 Q. B. D. 463), and particularly Lord Esher's judgment, and also the case of *London and South-Western Railway Co.*, before Mr. Justice Stephen, reported in the *Times* of the 8th inst. A motion has now been made for a new trial on the following grounds. First, that there was no evidence before the court which justified the jury in finding a verdict for the plaintiffs; and, secondly, that the verdict was against the weight of evidence. The rule as to granting new trials in cases like the present, referred to in the judgment of Lord Esher in the recent case of *White* v. *Bolckow, Vaughan, & Co. (Limited)* (*ante*, p. 2), is "that if a verdict is, under all the circumstances, one which twelve reasonable men might fairly find, the court will not set it aside on the ground that it is against the weight of evidence." Now, I think no reasonable men who thoroughly comprehended and appreciated the evidence in this case could possibly have arrived at the conclusion to which the jury came, and, therefore, I am of opinion that the verdict ought to be set aside, and a new trial granted, on the ground that the verdict was against the weight of evidence, and also, I think it right to add, on the ground that I "think it just" in the discretion given to judges of county courts by the 93rd section of the County Courts Act, 1888. That section is copied *verbatim* from the 89th section of the County Courts Act, 1846, and was held in numerous cases for more than forty years to give an absolute and "unfettered discretion to the judges of county courts in granting new trials in no way limited by rules of court": see the cases of *Carter* v. *Smith* (24 L. J. Q. B. 141), *Wilton* v. *Leeds Forge Bakery Co.* (32 W. R. 461), *Jacobs* v. *Daukes* (56 L. J. Q. B. 146), *Morris* v. *Lowe* (34 W. R. 45), and Pitt-Lewis' County Court Practice, vol. 1, p. 570, 2nd ed. In a recent case, however, of *Murtagh* v. *Barry* (reported 24 Q. B. D. 632, and much more fully in 6 Times L. R. 300) a divisional court held, on appeal from an order of this court, that the power conferred by the 93rd section of the County Courts Act, 1888, although identical in terms with that conferred by the 89th section of the County Courts Act, 1846, was not absolute and unfettered, but was to be exercised subject to the same restrictions and rules as the power to grant new trials in the High Court. The words of the section are that the judge of a county court shall "in every case whatever have the power, if he shall so think just, to order a new trial to be had upon such terms as he shall think reasonable," language which Fry, L.J., in the case of *Lister* v. *Ward* (5 Times L. R. 476), arising upon the County Courts Act, 1888, characterized as "most emphatic," and added that "it would be strange indeed to hold" (as was contended in that case) "that if a judge" (or, of course, a jury) "was misled or mistaken as to the effect of the evidence, he had no power to order a new trial, when he had power to order a new trial in every case whatever" (and see L. R. 23 Q. B. D. 229 to the same effect). The decision of the Divisional Court in *Murtagh* v. *Barry* appears, therefore, to overrule, or at all events to run counter to, not only all the cases upon the identical section of the County Courts Act of 1846, but also the case in the Appeal Court upon the County Courts Act, 1888, which I have just cited. It is also somewhat novel in another respect, as it decides that the High Court has power under the last-mentioned Act to entertain an appeal upon an interlocutory order made by a county court in a common law action, which has since been expressly negatived by the High Court in the case of *The Cashmere* (15 P. D. 121). The 120th section of the County Courts Act, 1888, authorizing appeals to the High Court, is as follows:—"If any party in any action or matter shall be dissatisfied with the determination or decision of the judge in point of law or equity, or upon the admission or rejection of any evidence, the party aggrieved by the judgment, direction, decision, or order of the judge may appeal from the same to the High Court, in such manner and subject to such conditions as may be for the time being provided by the Rules of the Supreme Court regulating the procedure on appeals from

inferior courts to the High Court." With reference to this section, Butt, J., who delivered judgment in the last-mentioned case, said "that the words of the Act applied to an appeal from a final judgment, and have no reference to interlocutory orders of county courts," and he added, "I am authorized to say that the President" (that very eminent judge, Sir James Hannen, who had also heard the case before the court) "agrees with this view." It will be observed that in the case of *Murtagh* v. *Barry* it was assumed that, under the County Courts Act, 1888, there is a right of appeal from an interlocutory order of a county court in a common law action, and also that the weight of evidence is a question of law and not a question of fact, as to which there is, of course, no appeal from the judgment or order of a county court (County Courts Act, 1888, s. 120). Now, upon both these points there is no authentic report of any case, except the cases of *Lister* v. *Ward* and *The Cashmere*, already cited. But after much search I have found a note in vol. 88 of the *Law Times* (p. 139) of an earlier case, in which the same learned judges who constituted the Divisional Court in *Murtagh* v. *Barry* appear to have decided, upon argument, that an appeal would lie from an interlocutory order of a county court upon a motion for a new trial which had been refused. The name of the case is *Dinger* v. *Matthew*, 17th December, 1889. No grounds or reasons for the decision are given, but, if the note be correct, the learned judges appear, from some observations made by them during the hearing, to have relied principally on the additional word "matter" introduced into the 120th section, which was not contained in any section of the previous County Courts Acts as to appeals, apparently forgetting that the meaning of that word in the Act of 1888 is restricted by the interpretation clause (section 186) to original proceedings other than actions, and, therefore, does not extend to interlocutory orders. The words of the section are: "Matter" shall mean every "proceeding in the court which may be commenced as prescribed otherwise than by plaint"—*e.g.*, by petition. Apparently on this ground alone the learned judges overruled or went counter to all the numerous earlier cases on the point: see *Rockham* v. *Blowers* (20 L. J. Q. B. 397), *Mann* v. *Wirral Highway Board, &c.* (48 L. J. Q. B. 679), *Carr* v. *Stringer* (E. B. & E. 123), and the other cases already cited on the first point in the present case). There is, however, no doubt much difficulty on the second point which I am now considering, in consequence of the right of appeal in cases both of a common law or equitable nature being conferred by one and the same section in the Act of 1888 (section 120), whereas formerly it was conferred by distinct enactments in the Act of 1850 (section 14) and the Act of 1865 (section 18), whilst at the same time certain provisions as to the powers of the Court of Appeal which were included in the same section as the right of appeal in equitable cases in the Act of 1865 (section 18) are now contained in a separate section of the Act of 1888 (section 122). In *Jonas* v. *Long* (20 Q. B. D. 564) the provisions contained in the Act of 1865 in one section (section 18) were interpreted to give a right to appeal from interlocutory orders in equity actions, as Fry, L.J., observed in *Lister* v. *Ward*, on account of "the greater complexity of cases, the greater importance of interlocutory orders in equity, and the greater amount to which the jurisdiction extends," and the present question is whether the Legislature in 1888 intended, by the same provisions contained in two separate sections, to extend the right of appeal to interlocutory orders in common law actions as well as equity actions, bearing in mind that these provisions were contained in a Bill which was first introduced into Parliament and passed the House of Lords as a Consolidation Bill, in which it would have been hardly proper to insert an alteration of such importance. Perhaps a solution of the difficulty might be found in restricting the operation of the 122nd section as regards interlocutory orders to equity actions, on account of the distinction between these actions and common law actions pointed out by Fry, L.J., bearing in mind that the right of appeal is separately regulated by section 120, the procedure on appeal by section 121, and the powers of the Court of Appeal by section 122 of the Act of 1888. It may be argued that neither the provisions as to procedure or as to the powers of the Court of Appeal can extend the right to appeal contained in the County Courts Act, 1888, and, of course, the Rules of the High Court as to appeals from county courts are confined by the Judicature Act to procedure, and cannot in any way affect the right to appeal; whilst with regard to applications for new trials it should be borne in mind that there are county court rules for procedure (subject to the 93rd section) differing materially from the High Court rules and practice—for example, a judge of a county court has, under ord. 31, r. 1, the power to grant a new trial at the hearing immediately after verdict or judgment, which a judge of the High Court has not. In consequence of the direct conflict of the authorities as to the right of appeal from interlocutory orders, and the absence of any authentic report of a considered decision of the High Court as to the limits of the power of the judges of county courts to grant new trials under the County Courts Act, 1888, and the difficulties which arise on both questions, having regard to the cases and authorities on the subjects, it is certainly very desirable that both points should be brought fully before the Court of Appeal for final settlement, and as an appeal may probably be brought from the present order, I have thought it right to make it upon the two grounds which I have specified, and to state my reasons for that course at length. I must add one more word. In the full report of the case of *Murtagh* v. *Barry*, contained in the *Times Law Reports*, the Lord Chief Justice concludes his judgment with the following remarks:—"The county court judges must be bound by the rules laid down in this court and the Court of Appeal as to granting new trials, and one of these rules is that the court, even a superior court, cannot set aside a verdict simply because the judge is dissatisfied with the verdict. That has long been decided by authorities which bind us and bind the inferior courts, which are subject to our control. It seems to us the learned judge in this case has set all authority at defiance except his own, and the sooner he knows that this court does not approve of the view he has taken the better; otherwise all county court judges will have an absolute discretion at their pleasure to set aside the verdicts of juries." And Mathew, J., observed "that the county court judges must submit to the common rules of law obligatory on all the judges. The judge in the present case has asserted that, under the Act of Parliament, he has an absolute discretion to set aside a verdict. He is wrong, and he must be content with a less elevated authority, and grant new trials only on sufficient legal grounds." Now, respectfully, I submit that these two learned judges were evidently under a great misapprehension as to my action in the case in question. I there decided, as here, that I ought to give a new trial on the ground that a verdict was against the weight of evidence (which does not appear to have been discussed), and also on the ground that it appeared to me "just" within the plain and emphatic language of the 93rd section of the County Courts Act, 1888, which is identical with the 89th section of the County Courts Act, 1846. From the evidence and demeanour of the plaintiff and defendant, upon the accounts produced, and upon the whole evidence, I came to the conclusion that the plaintiff in that case was weak in mind, and had been deceived and overreached by the defendant, who was an acute man of business. The jury had volunteered the following extraordinary and ambiguous reason for their verdict, that "they thought it was like the sale of any other business," and had not given distinct findings on certain matters to which I had directed their attention. Whether, under these circumstances, I was right or wrong in giving a new trial, on the ground that the verdict was against the weight of evidence, is now immaterial, but I confidently submit that I was not open to censure for giving a new trial, in exercise of the power contained in the 93rd section of the Act of 1888, the same being identical with the 89th section of the Act of 1846, under which the judges of county courts have undoubtedly had an "absolute unfettered discretion" for more than forty years up to the day on which the decision of the Divisional Court in *Murtagh* v. *Barry*, or, at all events, that in *Dinger* v. *Matthews*, was given. There will be an order for a new trial in this action, on the ground that the verdict was against the weight of evidence, and also under the power given to the judges of county courts by the 93rd section of the County Courts Act, 1888, on the ground that I "think it just."—Order accordingly; costs to abide the event.—Counsel, *Washington; Jones.*

LAW SOCIETIES

THE INCORPORATED LAW SOCIETY.

In pursuance of a resolution passed at the adjourned annual general meeting of the Incorporated Law Society held on July 15, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the hall of the society on Friday, January 30, 1891, at 2 p.m. Members who may wish to move resolutions should send copies of them to the secretary not later than Tuesday, the 6th of January next. Notices of such proposed motions will afterwards be sent to each member of the society.

SUNDERLAND INCORPORATED LAW SOCIETY.

The 19th annual general meeting of this society was held on Saturday week at the County Court, John-street. There were present—Mr. Henry Ritson (president), Messrs. Nelson, T. Steel, J.P., R. T. Wilkinson, Roche, Boulton, Gales, Pinkney, Mann, Shepherd, Bolam, Huntley, Iliff, Walker, Boning, Bentham, J. S. Nicholson, Dodd, Service, Blumer, Short, Herbert, Isaacs, Goldman, Nesbitt, and Kelso Storey (hon. secretary). The report of the committee relating to the work done by the society during the year, as printed and circulated, was received and adopted. On the motion of Mr. Roche, Mr. Wm. Pinkney was elected president for the ensuing year. Mr. Pinkney was admitted a solicitor in the year 1872, and has been hon. treasurer to the society for the last eleven years.

Mr. Ritson, the retiring president, presented the president-elect with a badge of office. The badge was specially executed by Messrs. Mappin & Webb, of London and Sheffield, from Mr. Ritson's own design. It is a piece of beautiful workmanship, and was much admired. It comprises the seal of the society, with the scales of justice surrounded by a wreath of laurels in silver and gold, and the name of the society engraved on blue enamel. It is to be worn on a ribbon of palatine purple, the colour of the Palatine Chancery Court of Durham. On the inside of the badge there is the following inscription:—"Presented to future presidents in succession of the Sunderland Incorporated Law Society by Henry Ritson, S.S.C., president 1879, 1888, and 1890, in grateful recognition of the confidence thrice reposed in him by the society."—On the motion of Mr. Nelson, seconded by Mr. Gales, it was resolved "that the badge be accepted by the society with many thanks to the donor for his valuable gift." Mr. J. G. Marshall was elected vice-president, and Mr. A. G. Boulton hon. treasurer, in the place of Mr. Pinkney. In addition to the officers the following gentlemen form the committee:—Messrs. Mann, Roche, Walker, Longden, Shepherd, Green, R. Simey, Smart, and E. Huntly. Votes of thanks were accorded to the retiring president, the retiring treasurer, the secretary, and the local members of Parliament for sending to the society from time to time copies of the Bills before Parliament.

In the evening the members of the society entertained Mr. Ritson to a complimentary dinner at the Queen's Hotel in recognition of his services to the society on the termination of his office as president, which he had held for the third time. After the Royal toast was duly honoured, the toast of the evening, "Our Guest," was proposed in an appropriate speech by the President (Mr. Pinkney). He referred to the many

services Mr. Ritson had rendered to the society, and to the hospitable manner in which he had entertained the members of the society from time to time, and congratulated him upon the celebration of his silver wedding, and wished him long life and happiness. The toast was heartily received, with musical honours.

Mr. Ritson, in reply, said a greater compliment could not have been paid to him by the members of the profession than the splendid banquet to which they had entertained him. Other toasts followed, and a most enjoyable evening was brought to a close shortly before eleven o'clock.

NEW ORDERS, &c.

THE COMPANIES (WINDING UP) ACT, 1890.

General Rules made Pursuant to Section 26 of the Companies (Winding Up) Act, 1890.

(*Continued from p.* 123.)

Collection and Distribution of Assets.

89. *Collection and distribution of company's assets by Liquidator.* [*s.* 13 *of Act of* 1890; *s.* 98 *of Act of* 1862.] The duties imposed on the Court by section 98 of the Companies Act, 1862, with regard to the collection of the assets of the company and the application of the assets in discharge of the company's liabilities shall be discharged by the Liquidator as an officer of the Court subject to the control of the Court.

90. *Powers of Liquidator.* [*s.* 13 *of Act of* 1890.] For the purpose of the discharge by the Liquidator of the duties imposed by section 98 of the Companies Act, 1862, as varied by section 13 of the Companies (Winding Up) Act, 1890, and the last preceding Rule, the Liquidator shall for the purpose of acquiring or retaining possession of the property of the company, be in the same position as if he were a Receiver of the property appointed by the High Court, and the Court may, on his application, enforce such acquisition or retention accordingly.

91. *Power of Liquidator to require delivery of property.* [*s.* 13 *of Act of* 1890; *s.* 100 *of Act of* 1862.] *Form* 53.] The powers conferred on the Court by section 100 of the Companies Act, 1862, shall be exercised by the Liquidator. Any contributory for the time being on the list of contributories, trustee, receiver, banker, or agent or officer of a company which is being wound up under order of the Court shall, on notice from the Liquidator and within such time as he shall by notice in writing require, pay, deliver, convey, surrender, or transfer to or into the hands of the Liquidator any sum of money or balance, books, papers, estate, or effects which happen to be in his hands for the time being and to which the Company is *primâ facie* entitled.

Calls.

92. *Calls by Liquidator.* [*s.* 13 *of Act of* 1890; *s.* 102 *of Act of* 1862]. *Form* 54. *Form* 55. *Form* 56.] The powers and duties of the Court in relation to making calls upon contributories conferred by section 102 of the Companies Act, 1862, shall and may be exercised by the Liquidator as an officer of the Court subject to the provisions of section 13 of the Companies (Winding-Up) Act, 1890, and to the following regulations:—

(1.) Where the Liquidator desires to make any call on the contributories, or any of them, for any purpose authorized by the Acts, if there is a committee of inspection he may summon a meeting of such committee for the purpose of obtaining their sanction to the intended call.

(2.) The notice of the meeting shall be sent to each member of the committee of inspection in sufficient time to reach him not less than seven days before the day appointed for holding the meeting, and shall contain a statement of the proposed amount of the call, and the purpose for which it is intended. Notice of the intended call and the intended meeting of the committee of inspection shall also be advertised once at least in a London newspaper, and where the winding-up is not in the High Court also in a newspaper circulating in the district of the Court in which the winding-up is being conducted. The advertisement shall state the time and place of the intended meeting of the committee of inspection, and that each contributory may either attend the said meeting and be heard, or make any communication in writing to the Liquidator or members of the committee of inspection to be laid before the meeting, in reference to the said intended call.

(3.) At the meeting of the committee of inspection any statements or representations made either to the meeting personally or addressed in writing to the Liquidator or members of the committee by any contributory shall be considered before the intended call is sanctioned.

(4.) The sanction of the committee shall be given by resolution which shall be passed by a majority of the members present.

(5.) Where there is no committee of inspection the Liquidator shall not make a call without obtaining leave of the Court.

93. *Application to the Court for leave to make a call. Forms* 58, 59, 60, *and* 61.] Every application to the Court for leave to make any call on the contributories, or any of them, for any purpose authorized by the Acts, shall be made by summons stating the proposed amount of such call, and such summons shall be served four clear days at the least before the day appointed for making the call on every contributory proposed to be included in such call; or if the Court so directs notice of such intended call may be given by advertisement, without a separate notice to each contributory.

94. *Service of notice of a call. Forms* 57 *and* 62.] When, in pursuance of a Resolution of the Committee of Inspection or an Order of the Court, a call has been made by the Liquidator, a copy of the Resolution or Order shall be forthwith served upon each of the contributories included in such call, together with a notice from the Liquidator specifying the amount or balance due from such contributory in respect of such call, but such Resolution or Order need not be advertised unless for any special reason the Court so directs.

95. *Enforcement of call. Forms* 63, 64, *and* 65.] The payment of the amount due from each contributory on a call may be enforced by order of the Court to be made in Chambers on summons by the Liquidator.

Proofs.

96. *Proof of debt.* [*s.* 107 *of Act of* 1862; *and s.* 13 *of Act of* 1890.]] Every creditor shall prove his debt.

97. *Mode of proof.*] A debt may be proved by delivering or sending through the post in a prepaid letter to the Official Receiver, or, if a Liquidator has been appointed, to the Liquidator, an affidavit verifying the debt.

98. *Verification of proof.*] The affidavit may be made by the creditor himself, or by some person authorized by or on behalf of the creditor. If made by a person so authorized, it shall state his authority and means of knowledge.

99. *Contents of proof. Form* 66.] The affidavit shall contain or refer to a statement of account shewing the particulars of the debt, and shall specify the vouchers, if any, by which the same can be substantiated. The Official Receiver or Liquidator may at any time call for the production of the vouchers.

100. *Statement of security.*] The affidavit shall state whether the creditor is or is not a secured creditor.

101. *Costs of proof.*] A creditor shall bear the cost of proving his debt, unless the Court otherwise orders.

102. *Discount.*] A creditor proving his debt shall deduct therefrom all trade discounts, but he shall not be compelled to deduct any discount, not exceeding five per centum on the net amount of his claim, which he may have agreed to allow for payment in cash.

103. *Periodical payments.*] When any rent or other payment falls due at stated periods, and the order to wind up is made at any time other than one of those periods, the person entitled to the rent or payment may prove for a proportionate part thereof up to the date of the winding-up order as if the rent or payment grew due from day to day.

104. *Interest.*] On any debt or sum certain, payable at a certain time or otherwise, whereon interest is not reserved or agreed for, and which is overdue at the date of the winding up order, the creditor may prove for interest at a rate not exceeding four per centum per annum to the date of the commencement of the winding up from the time when the debt or sum was payable, if the debt or sum is payable by virtue of a written instrument at a certain time, and if payable otherwise, then from the time when a demand in writing has been made giving notice that interest will be claimed from the date of the demand until the time of payment.

105. *Proof for debt payable at a future time.*] A creditor may prove for a debt not payable when the winding up order was made, as if it were payable immediately subject to a rebate of interest at the rate of five per centum per annum computed from the date of the winding up to the time when the debt would have become payable according to the terms on which it was contracted.

106. *Workmen's wages. Form* 67.] In any case in which it appears from the statement of affairs that there are numerous claims for wages by workmen and others employed by the company, it shall be sufficient if one proof for all such claims is made either by a foreman or by some other person on behalf of all such creditors. Such proof shall have annexed thereto, as forming part thereof, a schedule setting forth the names of the workmen and others, and the amounts severally due to them. Any proof made in compliance with this Rule shall have the same effect as if separate proofs had been made by each of the said workmen and others.

107. *Production of bills of exchange and promissory notes.*] Where a creditor seeks to prove in respect of a bill of exchange, promissory note, or other negotiable instrument or security on which the company is liable, such bill of exchange, note, instrument, or security must, subject to any special order of the Court made to the contrary, be produced to the Official Receiver, chairman of a meeting, or liquidator, as the case may be, and be marked by him before the proof can be admitted either for voting or for any purpose.

108. *Time for lodging proofs.*] A proof intended to be used at the first meeting of creditors or at an adjournment thereof shall be lodged with the Official Receiver not later than the time mentioned for that purpose in the notice convening the meeting, or adjourned meeting.

109. *Transmission of proofs to Liquidator.*] Where a Liquidator is appointed all proofs of debts that have been received by the Official Receiver shall be handed over to the Liquidator. But the Official Receiver shall first make a list of such proofs, and take a receipt thereon from the Liquidator for such proofs.

Admission and Rejection of Proofs, and Appeal to the Court.

110. *Examination of proof. Form* 68.] The Liquidator shall examine every proof and the grounds of the debt, and in writing admit or reject it, in whole or in part, or require further evidence in support of it. If he rejects a proof he shall state in writing to the creditor the grounds of the rejection.

111. *Appeal by creditor.*] If a creditor or contributory is dissatisfied with the decision of the Liquidator in respect of a proof, the Court may, on the application of the creditor or contributory, reverse or vary the decision; but, subject to the power of the Court to extend the time, no application to reverse or vary the decision of the Liquidator rejecting a proof shall be entertained unless notice of the application if given before the expiration of 21 days from the date of the rejection.

112. *Expunging at instance of Liquidator.*] If the Liquidator thinks that a proof has been improperly admitted, the Court may, on the application of the Liquidator, after notice to the creditor who made the proof, expunge the proof or reduce its amount.

113. *Expunging at instance of creditor.*] The Court may also expunge or reduce a proof upon the application of a creditor or contributory if the Liquidator declines to interfere in the matter.

114. *Oaths.*] For the purpose of any of his duties in relation to proofs, the Liquidator may administer oaths and take affidavits.

115. *Official Receiver's powers, &c.*] The Official Receiver, before the appointment of a Liquidator, shall have all the powers of a Liquidator with respect to the examination, admission, and rejection of proofs, and any act or decision of his in relation thereto shall be subject to the like appeal.

116. *Filing proofs by Official Receiver.*] The Official Receiver, where no other Liquidator is appointed, shall, before payment of a dividend, file all proofs tendered in the winding up, with a list thereof, distinguishing in such list the proofs which were wholly or partly admitted, and the proofs which were wholly or partly rejected.

117. *Proofs to be filed.*] Every Liquidator other than the Official Receiver shall, on the first day of every month, file with the proceedings a certified list of all proofs, if any, received by him during the month next preceding, distinguishing in such list the proofs admitted, those rejected, and such as stand over for further consideration; and, in the case of proofs admitted or rejected, he shall place the proofs on the file of proceedings.

118. *Procedure where creditor appeals.*] The Official Receiver, or, as the case may be, the Liquidator, shall, within three days after receiving notice from a creditor of his intention to appeal against a decision rejecting a proof, file such proof, with a memorandum thereon of his disallowance thereof.

119. *Time for admission or rejection of proofs by Official Receiver.*] Subject to the powers of the Court to extend the time, the Official Receiver as Liquidator, not less than fourteen days from the latest date specified in the notice of his intention to declare a dividend as the time within which such proofs must be lodged, shall, in writing, either admit or reject wholly or in part every proof lodged with him, or require further evidence in support of it.

120. *Time for admission or rejection of proofs by Liquidator.*] Subject to the power of the Court to extend the time, the Liquidator, other than the Official Receiver, within twenty-eight days after receiving a proof, which has not previously been dealt with, shall in writing either admit or reject it wholly or in part, or require further evidence in support of it. Provided that where the Liquidator has given notice of his intention to declare a dividend, he shall within fourteen days after the date mentioned in the notice as the latest date up to which proofs must be lodged examine and in writing admit or reject every proof which has not been already dealt with, and give notice of his decision rejecting a proof wholly or in part to the creditors affected thereby.

121. *Costs of appeals from decisions as to proofs.*] The Official Receiver shall in no case be personally liable for costs in relation to an appeal from his decision rejecting any proof wholly or in part.

Dividends.

122. *Notice of intended dividend. Forms* 69, 70, *and* 72.] (1.) Not more than two months before declaring a dividend, the Liquidator shall give notice of his intention to do so to the Board of Trade in order that the same may be gazetted, and at the same time to such of the creditors mentioned in the statement of affairs as have not proved their debts. Such notice shall specify the latest date up to which proofs must be lodged, which shall be not less than fourteen days from the date of such notice.

(2.) Where any creditor, after the date mentioned in the notice of intention to declare a dividend as the latest date up to which proofs may be lodged, appeals against the decision of the Liquidator rejecting a proof, notice of appeal shall, subject to the power of the Court to extend the time in special cases, be given within seven days from the date of the notice of the decision against which the appeal is made, and the Liquidator may in such case make provision for the dividend upon such proof, and the probable costs of such appeal in the event of the proof being admitted. Where no notice of appeal has been given within the time specified in this Rule, the Liquidator shall exclude all proofs which have been rejected from participation in the dividend.

(3.) Immediately after the expiration of the time fixed by this Rule for appealing against the decision of the Liquidator he shall proceed to declare a dividend, and shall give notice to the Board of Trade (in order that the same may be gazetted), and shall also send a notice of dividend to each creditor whose proof has been admitted.

(4.) If it becomes necessary, in the opinion of the Liquidator and the committee of inspection, to postpone the declaration of the dividend beyond the limit of two months, the Liquidator shall give a fresh notice of his intention to declare a dividend to the Board of Trade in order that the same may be gazetted; but it shall not be necessary for the Liquidator to give fresh notice to such of the creditors mentioned in the statement of affairs as have not proved their debts. In all other respects the same procedure shall follow the fresh notice as would have followed the original notice.

Proxies.

123. *Time for lodging. Forms* 73 *and* 74. *No minor to be proxy.*] (1.) A proxy shall be lodged with the Official Receiver or Liquidator not later than four o'clock in the afternoon of the day before the meeting or adjourned meeting at which it is to be used.

(2.) No person shall be appointed a general or special proxy who is a minor.

124. *Use of proxies by deputy Official Receiver.*] Where an Official Receiver who holds any proxies cannot attend the meeting for which they are given, he may, in writing, depute some person under his official control to use the proxies on his behalf, and in such manner as he may direct.

125. *Filling in where creditor blind or incapable.*] The proxy of a creditor blind or incapable of writing may be accepted, if such creditor has attached his signature or mark thereto in the presence of a witness, who shall add to his signature his description and residence; provided that all insertions in the proxy are in the handwriting of the witness, and such witness shall have certified at the foot of the proxy that all such insertions have been made by him at the request of the creditor and in his presence before he attached his signature or mark.

Statements by Liquidator to the Registrar of Joint Stock Companies.

126. *Conclusion of liquidation.* [*Act of* 1890, *s.* 15 (1).] *Form* 75.] The winding up of a company shall for the purposes of section 15 of the Companies (Winding Up) Act, 1890, be deemed to be concluded—

(*a.*) In the case of companies wound up by order of the Court, at the date on which the order dissolving the company has been reported by the Liquidator to the Registrar of Joint Stock Companies:

(*b.*) In the case of companies wound up voluntarily or under the supervision of the Court, at the date of the dissolution of the company, unless at such date any funds or assets of the company remain unclaimed or undistributed in the hands or under the control of the Liquidator, or any person who has acted as Liquidator, in which case the winding up shall not be deemed to be concluded until such funds or assets have either been distributed or paid into the Companies Liquidation Account at the Bank of England.

127. *Information by Liquidator as to pending liquidations.* [*Act of* 1890, *s.* 15.]] (1.) Where a winding up of a company is not concluded within the year after its commencement, the statements which the Liquidator is to send to the Registrar of Joint Stock Companies with respect to the proceedings in and position of the liquidation shall be sent in duplicate at such intervals and in such form as the Board of Trade may from time to time by general order direct. In the absence of any such direction a statement shall be sent twice in each year, the first statement being sent at the expiration of 30 days from the termination of the first year during which the liquidation proceedings have been pending, and the succeeding statements being sent at intervals of half a year until the winding up of the company is concluded; and each statement shall consist of a Statement of Account dated from the last Statement of Account sent in under this Rule, together with a copy of the entries in the Record Book made since such date.

(2.) Where the winding up of a company has been commenced on or before the 1st day of January 1890 and has not been concluded before the 1st day of January 1891, the first statement which the Liquidator shall send to the Registrar of Joint Stock Companies with respect to the proceedings and position of the liquidation shall be sent in duplicate within 30 days from the 1st January 1891, or within such extended period as the Board of Trade or the Court may in any particular case for special reasons sanction.

Unclaimed Funds and Undistributed Assets in the hands of the Liquidator.

128. *Duty of Liquidator to furnish information to Board of Trade.*] Every person who has acted as Liquidator of any company, whether the liquidation has been concluded or not, shall furnish to the Board of Trade particulars of any money in his hands or under his control representing unclaimed or undistributed assets of the company on the 1st January 1891 or subsequently, and such other particulars as the Board of Trade may require for the purpose of ascertaining or getting in any money payable into the Companies Liquidation Account at the Bank of England. The Board of Trade may require such particulars to be verified by affidavit.

129. *Power of Board of Trade to call for verified accounts. Form* 82.] (1.) The Board of Trade may at any time order any such person to submit to them an account verified by affidavit of the sums received and paid by him as Liquidator of the company, and may direct and enforce an audit of the account.

(2.) For the purposes of section 15 of the Companies (Winding Up) Act, 1890, and these rules, the Court (as herein-after defined) shall have and, at the instance of the Board of Trade, may exercise all the powers conferred by the Bankruptcy Act, 1883, with respect to the discovery and realization of the property of a debtor, and the provisions of Part I. of that Act with respect thereto shall, with any necessary modifications, apply to proceedings under section 15 of the Companies (Winding Up) Act, 1890.

130. *Applications to the Court for enforcing account.*] Every application by the Board of Trade to the Court for the purpose of ascertaining and getting in money payable into the Bank of England pursuant to section 15 of the Companies (Winding Up) Act, 1890, and these Rules shall, if the winding up is in the High Court, or in the Stannaries Court, be made to and dealt with by the Division of the High Court which for the time being exercises the bankruptcy jurisdiction of the High Court, and if the winding up is in a Palatine Court or a County Court to that Court, and the practice which is observed in reference to applications by the Board of Trade under section 162 of the Bankruptcy Act, 1883, shall govern and be observed in every application by the Board of Trade under the said section 15 of the Companies (Winding Up) Act, 1890, and these Rules.

131. *Mode of payment into Companies Liquidation Account.* [*Act of* 1890, *s.* 15.]] Any Liquidator whose duty it is under section 15 of the Companies (Winding Up) Act, 1890, to pay into the Companies Liquidation Account at the Bank of England, any money representing unclaimed or undistributed assets of the company shall apply in such manner as the Board of Trade may direct to the Board of Trade for a paying-in order, which paying-in

order shall be an authority to the Bank of England to receive the payment.

132. *Application for payment out by person entitled.*] An application by a person claiming to be entitled to any money paid into the Bank of England in pursuance of section 15 of the Companies (Winding Up) Act, 1890, shall be made in such form and manner as the Board of Trade may from time to time direct, and shall, unless the Board of Trade otherwise directs, be accompanied by the certificate of the Liquidator that the person claiming is entitled, and such further evidence as the Board of Trade may direct.

133. *Transfer of funds to Companies Liquidation Account.*] (1.) For the purposes of subsection 3 of section 15 of the Companies (Winding Up) Act, 1890, money at the credit of the account of the Official Liquidator of any company with the Bank of England shall be deemed to be money under the control of the Official Liquidator, and when such money has remained unclaimed or undistributed for six months after the date of receipt it shall be transferred to the Companies Liquidation Account, and the Official Liquidator and Chief Clerk of the Chancery Division of the High Court shall draw and sign such cheques or orders as may be necessary for the transfer of the money.

(2.) Any application to the Board of Trade for payment out of moneys so transferred shall be signed by the Liquidator and countersigned by the Chief Clerk of the Judge of the Chancery Division to whom the winding-up is assigned.

INVESTMENT OF FUNDS.

134. *Investment of assets in securities, and realization of securities. Forms 83 and 84.*] (1.) Where the Committee of Inspection are of opinion that any part of the cash balance standing to the credit of the account of the Company should be invested, they shall sign a certificate and request, and the Liquidator shall transmit such certificate and request to the Board of Trade.

(2.) Where the Committee of Inspection are of opinion that it is advisable to sell any of the securities in which the moneys of the Company's assets are invested they shall sign a certificate and request to that effect, and the Liquidator shall transmit such certificate and request to the Board of Trade.

ACCOUNTS AND AUDIT.

135. *Audit of Cash Book.* [*Act of* 1890, *s.* 20.] *Form* 76.] The Committee of Inspection shall not less than once every three months audit the Liquidator's Cash Book and certify therein under their hands the day on which the said book was audited.

136. *Board of Trade audit of Liquidator's accounts. Form* 77.] (1.) Every Liquidator shall, at the expiration of six months from the date of the winding-up order and at the expiration of every succeeding six months thereafter until his release, transmit to the Board of Trade a copy of the Cash Book for such period in duplicate, together with the necessary vouchers and copies of the certificates of audit by the Committee of Inspection. He shall also forward with the first accounts a summary of the company's statement of affairs, in such form as the Board of Trade may direct, shewing thereon in red ink the amounts realized, and explaining the cause of the non-realization of such assets as may be unrealized.

(2.) When the assets of the company have been fully realized and distributed, the Liquidator shall forthwith send in his accounts to the Board of Trade, although the six months may not have expired.

(3.) The accounts sent in by the Liquidator shall be certified and verified by him.

137.—*Liquidator carrying on business. Forms 80 and 81.*] (1.) Where the Liquidator carries on the business of the company, he shall keep a distinct account of the trading, and shall incorporate in the Cash Book the total weekly amount of the receipts and payments on such trading account.

(2.) The trading account shall from time to time, and not less than once in every month, be verified by affidavit, and the Liquidator shall thereupon submit such account to the Committee of Inspection (if any), or such member thereof as may be appointed by the committee for that purpose, who shall examine and certify the same.

138. *Copy of accounts to be filed.*] When the Liquidator's account has been audited, the Board of Trade shall certify the fact upon the account, and thereupon the duplicate copy, bearing a like certificate, shall be filed with the proceedings in the winding up.

139. *Summary of accounts.*] (1.) The Liquidator shall transmit to the Board of Trade with his accounts a summary of such accounts in such form as the Board of Trade from time to time direct, and, on the approval of such summary by the Board of Trade, shall forthwith obtain, prepare, and transmit to the Board of Trade so many printed copies thereof, duly stamped for transmission by post, and addressed to the creditors and contributories, as may be required for transmitting such summary to each creditor and contributory.

(2.) The cost of printing and posting such copies shall be a charge upon the assets of the company.

140. *Affidavit of no receipts.*] Where a Liquidator has not since the date of his appointment or since the last audit of his accounts, as the case may be, received or paid any sum of money on account of the assets of the company, he shall, at the time when he is required to transmit his accounts to the Board of Trade, forward to the Board an affidavit of no receipts or payments.

141. *Proceedings on resignation, &c., of Liquidator.*] Upon a Liquidator resigning, or being released or removed from his office, he shall deliver over to the Official Receiver, or, as the case may be, to the new Liquidator, all books kept by him, and all other books, documents, papers, and accounts in his possession relating to the office of Liquidator. The release of a Liquidator shall not take effect unless and until he has delivered over to the Official Receiver all the books, papers, documents, and accounts which he is by this Rule required to deliver on his release.

142. *Expenses of sales.*] Where property forming part of a company's assets is sold by the Liquidator through an auctioneer or other agent, the gross proceeds of the sale shall be paid over by such auctioneer or agent, and the charges and expenses connected with the sale shall afterwards be paid to such auctioneer or agent, on the production of the necessary certificate of the taxing officer. Every Liquidator, by whom such auctioneer or agent is employed, shall, unless the Court otherwise orders, be accountable for the proceeds of every such sale.

BOOKS.

143. *Record Book.* [*s.* 21 *of Act of* 1890.]] The Official Receiver, until a Liquidator is appointed by the Court, and thereafter the Liquidator, shall keep a book to be called the "Record Book," in which he shall record all minutes, all proceedings had and resolutions passed at any meeting of creditors or contributories, or of the committee of inspection, and all such matters as may be necessary to give a correct view of his administration of the company's affairs, but he shall not be bound to insert in the "Record Book" any document of a confidential nature (such as the opinion of counsel on any matter affecting the interest of the creditors or contributories), nor need he exhibit such document to any person other than a member of the committee of inspection.

144. *Cash Book.*] (1.) The Official Receiver, until a Liquidator is appointed by the Court, and thereafter the Liquidator, shall keep a book to be called the "Cash Book" (which shall be in such form as the Board of Trade may from time to time direct), in which he shall (subject to the provisions of these Rules as to trading accounts) enter from day to day the receipts and payments made by him.

(2.) The Liquidator shall submit the Record Book and Cash Book, together with any other requisite books and vouchers, to the committee of inspection (if any) when required, and not less than once every three months.

REGISTER AND FILE OF PROCEEDINGS.

145. *Register of proceedings in Judge's Chambers.* [*See Gen. Order of* 1862, *r.* 57 *; and O. LV. r.* 73 *of R. S. C.*, 1883.] A register shall be kept in the Chambers of the Judge of all proceedings held there in each matter with proper dates, so that all the proceedings in each cause or matter may appear consecutively and in chronological order, with a short statement of the questions or points decided or ruled at every hearing, and no documents or proceedings are to be filed in the Chambers of the Judge unless the Court, by any general or special order, otherwise directs.

146. *File of proceedings.*] (1.) The file of proceedings shall be kept by the Official Receiver, and all orders, reports, exhibits, admissions, memorandums, and office copies of affidavits, examinations, depositions, and certificates, and all other documents relating to the winding up of any company shall be placed on the file by the Official Receiver or the Liquidator, as far as may be in continuous order. Every contributory of the company, and every creditor thereof whose proof or claim has been admitted, and every person who has been a director or officer of the company, shall be entitled, at all reasonable times, to inspect the file free of charge, and, at his own expense, to take copies or extracts from any of the documents comprised therein, or to be furnished with such copies or extracts at a rate not exceeding threepence per folio of seventy-two words; and the file shall be produced in Court, or before the Judge, and otherwise as occasion may require.

147. *Memorandum of advertisements. Form* 87.] (1.) Whenever the London Gazette contains any advertisement relating to any winding-up to which these rules apply, the Liquidator shall file with the proceedings a memorandum referring to and giving the date of the advertisement.

(2.) In the case of an advertisement in a local paper, the Official Receiver shall keep a copy of the paper, and a memorandum referring to and giving the date of the advertisement shall be placed on the file.

(3.) For this purpose one copy of each local paper in which any advertisement relating to any winding up proceeding in the Court is inserted, shall be left with the Official Receiver by the person who inserts the advertisement.

(4.) A memorandum under this Rule shall be *primâ facie* evidence that the advertisement to which it refers was duly inserted in the issue of the Gazette or newspaper mentioned in it.

RELEASE OF LIQUIDATOR

148. *Application for release.* [*s.* 22 *of Act of* 190.] *Forms* 78 *and* 79.] A Liquidator, before making application to the Board of Trade for his release, shall give notice of his intention so to do to all the creditors who have proved their debts and to all the contributories, and shall send with the notice a summary of his receipts and payments as Liquidator.

149. *Gazetting release.*] Where the Board of Trade have granted to a Liquidator his release, a notice of the order granting the release shall be gazetted. The Liquidator shall provide the requisite stamp fee for the Gazette, which he may charge against the company's assets.

BOOKS TO BE KEPT, AND RETURNS MADE, BY OFFICERS OF COURTS.

150. *Books to be kept by officers of Courts.* [*s.* 29 *of Act of* 1890.] *Forms* 88 *and* 89.] In the High Court the Chief Clerks of the Chancery Division, and in the District Registries of the High Court at Liverpool and Manchester respectively the District Registrars of the High Court, and in a Court other than the High Court, the Registrar or other officer of the Court whose duty it is to perform under direction of the Judge the duties which in a County Court are performed by the Registrar, shall keep books according to the Forms in the Appendix, and the particulars given under the different heads in such books shall be entered forthwith after each proceeding has been concluded.

151. *Extracts to be sent to Board of Trade.*] The officers of the Courts whose duty it is to keep the books prescribed by these Rules shall make

and transmit to the Board of Trade such extracts from their books, and shall furnish the Board of Trade with such information and returns as the Board of Trade may from time to time require.

GAZETTING.

152. *Gazetting notices. Form* 86.] All notices subsequent to the making by the Court of a winding-up order in pursuance of the Act or these Rules requiring publication in the London Gazette shall be gazetted by the Board of Trade.

153. *Re-gazetting.*] Where any winding-up order is amended, and also in any case in which any matter which has been gazetted has been amended or altered, or in which a matter has been wrongly or inaccurately gazetted, the Board of Trade shall re-gazette such order or matter with the necessary amendments and alterations in the prescribed form, at the expense of the company's assets, or otherwise as the Board of Trade may direct.

LIQUIDATORS AND COMMITTEES OF INSPECTION.

154. *Remuneration of Liquidator.*] (1.) The remuneration of a Liquidator shall, unless the Court shall otherwise order, be fixed by the Committee of Inspection, and shall be in the nature of a commission or per-centage of which one part shall be payable on the amount realized after deducting the sums (if any) paid to secured creditors out of the proceeds of their securities and the other part on the amount distributed in dividend.

(2.) If there is no Committee of Inspection the remuneration of the Liquidator shall be in accordance with the scale of per-centage payable for realizations and distributions of the Official Receiver as Liquidator.

155. *Limit of remuneration.*] Except as provided by the Acts or these Rules, no Liquidator shall be entitled to receive out of the estate any remuneration for services rendered to the company, except the remuneration to which under the Acts and Rules he is entitled as Liquidator.

156. *Dealings with assets.*] Neither the Liquidator nor any member of the committee of inspection of a company shall, while acting as Liquidator or member of such committee, except by leave of the Court, either directly or indirectly, by himself or any partner, clerk, agent, or servant, become purchaser of any part of the company's assets. Any such purchase made contrary to the provisions of this Rule may be set aside by the Court on the application of the Board of Trade or any creditor or contributory, and the Court may make such order as to costs as the Court shall think fit.

157. *Liquidator not to purchase from his employer or partner without Court's sanction.*] Where the Liquidator carries on the business of the company, he shall not, without the express sanction of the Court, purchase goods far the carrying on of such business from any person whose connection with the Liquidator is of such a nature as would result in the Liquidator obtaining any portion of the profit (if any) arising out of the transaction.

158. *Committee of inspection.*] No member of a committee of inspection, in a winding-up shall, except under and with the sanction of the Court, directly or indirectly, by himself or any employer, partner, clerk, agent, or servant be entitled to derive any profit from any transaction arising out of the winding-up, or to receive out of the assets any payment for services rendered by him in connection with the administration of the assets, or for any goods supplied by him to the Liquidator for or on account of the Company. If it appears to the Board of Trade that any profit or payment has been made contrary to the provisions of this Rule they may disallow such payment or recover such profit, as the case may be, on the audit of the Liquidator's accounts.

159. *Costs of obtaining sanction.*] In any case in which the sanction of the Court is obtained under the two last preceding Rules, the costs of obtaining such sanction shall be borne by the person in whose interest such sanction is obtained, and shall not be payable out of the company's assets.

160. *Sanction of payments to members of committee of inspection.*] Where the sanction of the Court to a payment to a member of a committe of inspection for services rendered by him in connection with the administration of the company's assets is obtained, the order of the Court shall specify the nature of the services, and shall only be given where the service performed is of a special nature. No payment shall, under any circumstances, be allowed to a member of a committee for services rendered by him in the discharge of the duties attaching to his office as a member of such committee.

161. *Discharge of costs, &c., before assets handed over to Liquidator.*] (1.) Where a Liquidator is appointed by the Court, the Official Receiver shall forthwith put the Liquidator into possession of all property of the company of which the Official Receiver may have custody; provided that such Liquidator shall have, before the assets are handed over to him by the Official Receiver, discharged any balance due to the Official Receiver on account of fees, costs, and charges properly incurred by him, and on account of any advances properly made by him in respect of the company, together with interest on such advances at the rate of four pounds per centum per annum; and the Liquidator shall pay all fees, costs, and charges of the Official Receiver which may not have been discharged by the Liquidator before being put into possession of the property of the company, and whether incurred before or after he has been put into such possession.

(2.) The Official Receiver shall be deemed to have a lien upon the company's assets until such balance shall have been paid and the other liabilities shall have been discharged.

(3.) It shall be the duty of the Official Receiver, if so requested by the Liquidator, to communicate to the Liquidator all such information respecting the estate and affairs of the company as may be necessary or conducive to the due discharge of the duties of the Liquidator.

(To be concluded.)

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY TEBBS, solicitor, of Bedford, has been appointed Clerk to the Justices for the Borough of Bedford. Mr. Tebbs was admitted a solicitor in Easter Term, 1869, and is superintendent-registrar to the Bedford Union, a commissioner for oaths, and a perpetual commissioner.

Mr. WILLIAM ONSLOW TIMES, solicitor (of the firm of Hawkins & Co.), of Hitchin, has been appointed High Bailiff of the Hitchin County Court. Mr. Times was admitted a solicitor in July, 1873. He is clerk to the local board and clerk to the Commissioners of Taxes, clerk to the vestry, registrar of the county court, clerk to the Hitchin and Welwyn Burial Boards, clerk to the Stevenage Local Board, vestry clerk and clerk to the justices of Stevenage.

Mr. ARTHUR CUTHBERT LANGHAM, solicitor (of the firm of Langhams), of 10, Bartlett's-buildings, Holborn, E.C., has been appointed Deputy-Coroner for the City of London and the Borough of Southwark. Mr. Langham was admitted a solicitor in November, 1884.

Mr. ARTHUR HENRY LATTER, solicitor, late of London, but now practising at Tenterden, has been appointed Clerk of the Peace and Vestry Clerk for Tenterden. Mr. Latter was admitted a solicitor in November, 1883.

Mr. THOMAS METCALFE BARRON, solicitor, was in November last elected Mayor of Darlington. Mr. Barron was admitted a solicitor in Hilary Term, 1857. He is clerk to the justices of the Gillingham Division of the North Riding of Yorkshire.

Mr. WALTER BROOKE, solicitor, of Woodbridge, has been appointed Deputy-Registrar of the County Court. Mr. Brooke was admitted a solicitor in August, 1881. He is deputy-coroner for the Liberty of St. Ethelreda and a commissioner for oaths.

Mr. JOHN THOMAS BOND, solicitor (of the firm of Bond & Pearce), of Plymouth, was in November last elected Mayor of Plymouth. Mr. Bond was admitted a solicitor in April, 1881.

Mr. JAMES BLACKLOCK LEE, solicitor (of the firm of Carrick, Lee, & Sons), of Brampton and Haltwhistle, has been appointed Coroner for the Eastern Division of Cumberland. Mr. Lee was admitted a solicitor in Michaelmas Term, 1860, and is clerk to the Commissioners of Taxes for Eskdale Ward and clerk to the Brampton and Haltwhistle Highway Boards, Registrar of the Haltwhistle County Court, superintendent-registrar for Haltwhistle, a commissioner for oaths, and a perpetual commissioner.

Mr. ALFRED HUNT LEWIS, solicitor (of the firm of L. W. Lewis & Son), of Walsall, has been appointed Secretary to the Trustees of the Walsall Municipal Charities. Mr. Lewis was admitted a solicitor in November, 1881.

Mr. HORACE BEAMIRE LONSDALE, solicitor, of Carlisle, has been appointed Clerk to the Carlisle Assessment Committee. Mr. Lonsdale was admitted a solicitor in May, 1875, and is clerk to the guardians, clerk to the rural sanitary authority, clerk to the School Attendance Committee, and a commissioner for oaths.

Mr. CHARLES NORWOOD, solicitor, of Ashford, Kent, has been appointed Superintendent-Registrar. Mr. Norwood was admitted a solicitor in May, 1881.

Mr. EDWARD RALPH PICKMERE, M.A. Oxon, solicitor, of Liverpool, has been appointed Assistant Town Clerk and Deputy-Registrar of the Court of Passage. Mr. Pickmere was admitted a solicitor in May, 1883.

Mr. JAMES PETER PIPER, M.A. Cantab, solicitor (of the firm of Whyley & Piper), of Bedford, has been appointed Town Clerk of Bedford. Mr. Piper was admitted a solicitor in Easter Term, 1862. He is deputy-coroner for Bedfordshire and a commissioner for oaths.

Mr. AUBREY WILLIAM RAKE, solicitor (of the firm of Howe & Rake), of 22, Chancery-lane, W.C., and 171, Norwood-road, Herne-hill, S.E., has been appointed a Commissioner for Oaths. Mr. Rake obtained honorary distinction at his final examination, and was admitted a solicitor in February, 1884.

Mr. HENRY SAXELBY, solicitor (of the firm of England, Saxelby, & Sharpe), of Hull, has been appointed Under-Sheriff for Hull. Mr. Saxelby was admitted a solicitor in Easter Term, 1871. He is a commissioner for taking bail in Admiralty and a commissioner for oaths.

Mr. BENJAMIN ARTHUR SHIRES, solicitor, of Leicester and Hinckley, has been appointed Clerk to the Guardians and Superintendent-Registrar of the Blaby Union. Mr. Shires was admitted a solicitor in Michaelmas Term, 1871, and is a commissioner for oaths.

Mr. JAMES RICHARD SMITH, solicitor (of the firm of Pearce, Paris, & Smith), of Southampton, has been appointed Under-Sheriff for Southampton. Mr. Smith was admitted a solicitor in August, 1876.

Mr. THOMAS CLEGHORN SMITH, solicitor, of Berwick-on-Tweed, has been appointed Under-Sheriff for Berwick-on-Tweed. Mr. Smith was admitted a solicitor in December, 1884.

Mr. CLEMENT ST. DAVID SPENCER, solicitor (of the firm of Spencer,

Corbett, & Evans), of Cardiff, has been appointed a Notary Public. Mr. Spencer was admitted a solicitor in Hilary Term, 1859. He is clerk to the Glamorganshire County Roads Board and a commissioner for oaths.

Mr. THOMAS SPROAT, solicitor (of the firm of W. F. Morecroft & Co.), of Liverpool, has been appointed a Notary Public. Mr. Sproat was admitted a solicitor in January, 1887.

Mr. THOMAS BARINGTON SUGDEN, solicitor, of Doncaster, has been appointed Town Clerk, Coroner for the Borough, and Clerk to the Urban Sanitary Authority.

Mr. ALEXANDER TROTTER, solicitor (of the firm of Andrew & Trotter), of Lincoln, has been appointed Deputy-Coroner for the city of Lincoln. Mr. Trotter passed the final examination with honours in 1881, and was admitted a solicitor in February, 1882.

Mr. R. TUCKER, solicitor, of Bridport, was in November last elected Mayor of that town. Mr. Tucker was admitted a solicitor in May, 1878. He is clerk to the highway board and a commissioner for oaths.

Mr. GEORGE MONTAGU BUTTERWORTH, solicitor (of the firm of Bradford, Davis, & Butterworth), of Swindon, has been appointed Clerk to the Magistrates for the Swindon Division. Mr. Butterworth was admitted a solicitor in February, 1884.

Mr. TOM GEORGE TAYLOR, solicitor, of Derby, has been appointed a Commissioner for Oaths. Mr. Taylor was admitted a solicitor in August, 1883.

Mr. GEORGE WILLIAM BARROWS, solicitor (of the firm of Turner & Barrows), of Nottingham, has been appointed a Commissioner for Oaths. Mr. Barrows was admitted a solicitor in April, 1882.

Mr. WALTER BARTLETT, solicitor, of 24, Bedford-row, W.C., has been appointed a Commissioner for Oaths. Mr. Bartlett was admitted a solicitor in April, 1878.

Mr. HORACE BROUGHTON, solicitor, of Canterbury, has been appointed a Commissioner for Oaths. Mr. Broughton was admitted a solicitor in January, 1884.

Mr. CHARLES TUFNELL DYNE BURCHELL, solicitor (of the firm of Burchell & Co.), of 5, The Sanctuary, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Burchell was admitted a solicitor in July, 1882.

Mr. HENRY CHARLES BARKER, solicitor, of 8, Union-court, Old Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Barker was admitted a solicitor in December, 1864.

Mr. SAMUEL HOYLE, solicitor, of Sowerby Bridge, has been appointed a Commissioner for Oaths. Mr. Hoyle was admitted a solicitor in August, 1883

Mr. JOHN HUNGERFORD POWELL, solicitor (of the firm of Woolfryes & Powell), of Banwell, has been appointed a Commissioner for Oaths. Mr. Powell was admitted a solicitor in December, 1878.

Mr. JOHN EDWIN SEWARD, solicitor, of Chatteris, has been appointed a Commissioner for Oaths. Mr. Seward was admitted a solicitor in February, 1881. He is clerk to the school boards of Chatteris and Haddenham.

Mr. GROVES PEPPIN COOPER, B.A. Oxon., solicitor (of the firm of Cooper & Yates), of Eccleshall, has been appointed a Commissioner for Oaths. Mr. Cooper was admitted a solicitor in August, 1882.

Mr. DAVID MAIN, solicitor (of the firm of Blackburn & Main), of Carlisle, has been appointed a Commissioner for Oaths. Mr. Main was admitted a solicitor in August, 1884.

Mr. JOHN ARNOT WILLIAMSON, solicitor (of the firm of W. Fisher & Williamson), of Newcastle-upon-Tyne, has been appointed a Commissioner for Oaths. Mr. Williamson was admitted a solicitor in August, 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

JAMES BEAUMONT and MATTHEW STEPHENSON, solicitors (Beaumont & Stephenson), Leeds and Pudsey. Nov. 28. The said James Beaumont will continue the practice at the addresses aforesaid in his own name and on his own account. [*Gazette*, Dec. 19.

GENERAL.

The Attorney-General has left town for Berlin, where he will stay during a part of the Christmas Vacation.

Mr. Justice Grantham, speaking at the Brighton Grammar School on Monday, dissented from the view of the Lord Chief Justice that the diminution of crime in the country was due to the passing of short sentences. He ascribed it to improved education, which had taken the gutter children from their sordid homes, brought them in contact with persons of higher minds, and led them to think of better things. He said he had been almost all over England as a judge, and everywhere he found crime decreasing. There could, he added, be no question that the social character of the people had immensely improved within the last twenty years.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or on Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 6, Ludgate-hill, E.C.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 19.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

ADAMANT STONE CO, LIMITED—Creditors are required, on or before Jan 2, to send their names and addresses, and the particulars of their debts and claims, to Reginald Ryley, 88, Bishopsgate st Within

CAPEL CURIG SLATE CO, LIMITED—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to Mark Ogden, 14, Brown st, Manchester

HOP BITTERS CO, LIMITED—Stirling, J, has, by an order dated Nov 25, appointed Edward Ebenezer Price, 19A, Coleman st, to be official liquidator

IMPERIAL COLLEGE, LIMITED—Petn for winding up, presented Dec 16, directed to be heard before Stirling, J, on Saturday, Jan 17. Tarn, Philpot lane, Fenchurch st, solor for petner

PRESTON & CO, LIMITED—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to Mr Thomas Wood, 10, Norfolk st, Manchester

WILLIAM FRANCE, LIMITED—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts or claims, to C. Howard, 45, Leadenhall st

FRIENDLY SOCIETY DISSOLVED.

SANCTUARY PRIDE OF THE WEST SOCIETY, Ancient Order of Shepherds, Exeter. Dec 12

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 9.

DIVERS, HENRY, South st, Greenwich, Gent. Jan 9. Attorney-General v Gregory, Chitty, J. Bordman, Trinity st, Southwark

ODDIE, HENRY, the elder, Clitheroe, Lancaster. Jan 5. Re Henry Oddie, the elder, Registrar, Manchester. Walker, Manchester

TATHAM, HALLINGS, Conservative Club, St James's st. Jan 7. Bensaude v Hastings, Stirling, J. Lowless & Co., Martin's ln, Cannon st

TWIGG, JOHN, Drax, Yorks, Gent. Jan 12. Twigg v Thompson, Chitty, J. Clark, Snaith

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 9.

ARMITAGE, JOHN, Lofthouse with Carlton, Rothwell, Yorks, Stone Merchant. Jan 18. Harrison & Co, Leeds; and Tennant & Co, Leeds

BARLOW, PHILIP, Urmston, nr Manchester, Maker up. Jan 31. Leigh, Manchester

BARNETT, JANE FRANCES, Tunbridge Wells. Jan 1. Barnett, Queen Victoria st

BAREY, LUCY, Oxford sq. Jan 6. Hopgood & Dowson, Whitehall place

BROWN, JOHN, Tring, Herts, Brewer. Dec 22. Vaisey, Tring

BURFITT, JOHN, Charlton Musgrove, Somerset, Yeoman. Jan 8. Bennett, Bruton

CARROLL, ARTHUR HENRY JONES, Cleeve Hill, Glos, Gent. Jan 22. Billings, Cheltenham

CLARKSON, ELLEN, Harrington st, Preston. Dec 20. Thompson & Craven, Preston

COKE, HERBERT DE ODINGSELS, Brookhill Hall, Buxton, Officer of Gold Coast Constabulary. Jan 20. Cottrell & Son, Birmingham

DOYLE, EDWARD, Brondesbury rd, Kilburn, Gent. Jan 30. F. A. & A. C. Doyle, Chancery lane

EDWARDS, THOMAS, Cotham, Bristol, Lead Merchant. Feb 10. Clifton & Co, Bristol

EVANS, JOHN MICHAEL, Bistree, Mold, Flint, Clerk in Holy Orders. Jan 22. Kelly & Keene, Mold

FALCKE, BEARE, Finchley rd, Gent. Jan 15. Beyfus & Beyfus, Lincoln's inn fields

FAULKNER, JAMES NICHOLAS, York st, St. James's, Builder. Jan 31. Watkins & Co, Sackville st, Piccadilly

FIELDING, ROBERT HENRY, Ancrley, Surrey. Dec 21. Wood, Croydon

HAMMOND, CHARLES SAMPSON, Hastings, Gent. Dec 30. Mowll & Mowll, Ashford

HARDWICK, CHARLOTTE AURORA, Clarence Hotel, Teddington. Jan 10. Wilde & Co, College hill

HOUGHTON, ESTHER BARNES, New Brighton, Chester. Jan 10. North & Co, Liverpool

HUGHES, JOSEPH, Urmston, nr Manchester. Jan 21. Farrar & Hall, Manchester

HUGHES, THOMAS, Wellington terr, Bayswater, Licensed Victualler. Jan 21. Stileman & Co, Southampton st, Bloomsbury sq

KITSON, ANN, New Hampton rd, Wolverhampton. Jan 10. Fowler & Langley, Wolverhampton

LLEWELLIN, Rev. JOHN CLEEVES, J.P., Trevethin Vicarage, Mon, Clerk in Holy Orders. March 1. Llewellin, Newport

LLEWELLYN, Lieut. Col. RICHARD, formerly of Durham Light Infantry, Brighton. Feb 1. Collyer Bristow & Co, Bedford row

MARSHALL, SARAH, Alexandra rd, South Hampstead. Jan 20. Wright, Gresham house

NASH, MARY, Chesham, Bucks. Jan 1. Francis & How, Chesham

PARK, WILLIAM, Slough, Bucks. Jan 12. Long & Co, New Windsor

PARKES, ROGER, Stoneycroft, Liverpool, Doctor of Medicine. Jan 15. Martin & Co, Liverpool

PETERSOHN, DANIEL JACOWLEWITCH, St Petersburg, Russia, Court Baker. Jan 23. Jessop, Frederick's pl, Old Jewry

POTTER, SAMUEL, King st, Cheapside, Gent. Feb 1. Potter & Co, King st, Cheapside

RIDDLESTONPFER, GEORGE ADOLPHUS, Brighton, Furrier. Jan 31. Stevens & Sons, Brighton

SEWARD, JANE, Hastings. Jan 12. Collyer Bristow & Co, Bedford row

SMITH, RICHARD, Great Tower st, Licensed Victualler. Jan 16. Micklem & Hollingworth, Gresham st

STRAUS, BONAVENTURA, Naples, Italy, General Commission Agent. Jan 12. Poulter, Lincoln's inn fields

TAYLOR, THOMAS, Rochdale, Mill Manager. Jan 9. Ripley, Rochdale

THOMPSON, JAMES, Wennington, Lancs, Farmer. March 4. Whitaker, Duchy of Lancaster Office

TURNER, FREDERICK ALDRED, Pendleton, Salford, Coach Proprietor. Jan 5. Bowden & Walker, Manchester

VERNON, THOMAS, Liverpool, Builder. Jan 20. T. & T. Martin & Co, Liverpool

VARLEY, JOHN, Newsome, Huddersfield, Coal Merchant. Jan 20. Mills & Nalder, Huddersfield

WELCH, FRANCIS BERNARD, Manchester, Engineer. Jan 20. Bates & Jellicorse, Manchester

WHITE, JOHN HOWARD, Tooke st, Millwall, Foreman Engineer. Jan 19. Fletcher, Fenchurch st

WILCOCK, ABRAHAM, Preston, Labourer. Dec 20. Thompson & Craven, Preston

WILLIAMS, ANN BRINKWELL, Guildford, Surrey. Feb 1. Church & Co, Bedford row
WILLIS, HARRIET, Caledonian rd. Jan 20. Sisney, Serjeants' inn, Fleet st
WINDSOR, FRANCES ADELINE, Boscombe, nr Bournemouth. Jan 10. Harrison & Powell, Raymond bldgs
WITTER, MARY, Liverpool. Jan 10. North & Co, Liverpool
WOOD, ELEANOR ELIZABETH, Avenue rd, Acton. Jan 31. Foster, Aldershot

London Gazette.—FRIDAY, Dec. 12.

ANDERSON, ROBERT, High Felling, Durham, Innkeeper. Jan 17. Hoyle & Co, Newcastle on Tyne
BARTOLOMÉ, MARIANO MARTIN DE, Sheffield, Doctor of Medicine. Jan 31. Smith & Co, Sheffield
BOFFEY, JANE, Bronington, Hanmer, Flint. Jan 10. Etches, Whitchurch, Salop
BURROUGH, WILLIAM, Radpole, Dorset, Gent. Jan 24. Andrews & Co, Weymouth
CLARKSON, SARAH, Queen's rd, Walthamstow. Feb 15. Dod & Co, Berners st
COMBEN, JANE, Aldwick, Pagham, Sussex. Jan 15. Staffurth, Bognor
CORDING, JOHN, Roadwater, nr Washford, Somerset, Miller. Jan 20. Page, Williton
DAIN, HORATIO, Gt George st, Westminster, Solicitor. Jan 31. Withall & Co, Great George st
DAWSON, JOHN, Burgh le Marsh, Lancs, retired Builder. Feb 1. Bell & Co, Louth
GREEN, MARY, Rock Ferry, Chester. Jan 24. Quinn & Sons, Liverpool
HARRIS, SARAH, Shebdon, nr Newport, Salop. Jan 28. Lloyd & Davies, Manchester
HAYWARD, WILLIAM EVAN KINSEY, Esq, Carnarvon. Jan 31. Woodward & Co, Now sq, Lincoln's inn
HIND, HENRY, Haswell, Durham, Co operative Society Secretary. Jan 6. Watson & Smith, Durham
HENDERSON, JOHN, Liscard, Chester. Dec 30. Lynch & Teebay, Liverpool
HIRST, JOSEPH, Linthwaite, Yorks, Manufacturer. Dec 31. Meale, Slaithwaite
HOLT, THOMAS, Rochdale, Rope Manufacturer. Jan 24. Standring & Co, Rochdale
KNIGHT, JOHN, Evesham, Worcs, Market Gardener. Jan 15. Byrcq & Cox, Evesham
LYNEY, DOROTHY, Cheltenham. Feb 6. Winterbothams & Gurney, Cheltenham
MILLS, HENRY, Derby, Solicitor. Jan 1. Sale & Co, Derby
MISKIN, WILLIAM, Hoo St Werburgh, Kent, Farmer. March 1. Arnold & Co, Rochester
NASH, LYDIA AMELIA, Reading. Jan 1. Rogers, Reading
NORTHCOTE, AMELIA, Central st, St Luke's. Jan 31. Nash & Co, Queen st, Cheapside
OBORNE, JAMES, Markham st, Chelsea, Gent. Jan 17. Mead & Sons, Arundell st, Piccadilly circus
PAGE, JOHN, Cheltenham, Butcher. Jan 15. Brydges & Mellersh, Cheltenham
PEARCE, HENRY TREMBETH, Mossley hill, nr Liverpool, Gent. Jan 1. Rogerson & Co, Liverpool
PIDDLESDEN, STEPHEN, Aldington, Kent. Jan 22. Mowll & Mowll, Ashford
PURNELL, FRANCIS, Colchester st, Pimlico, Gent. Jan 8. Chapman, Gray's inn sq
ROBERTS, ELIZABETH, Epsom, Surrey. Jan 12. Hughes & Co, New Broad st
ROSSER, JOHN, Swansea, Deputy Harbour Master. Jan 12. Evans, Swansea
SHAW, EMMA GUNTER, Upper Parliament st, Liverpool. Jan 12. North & Co, Liverpool
SKIPPER, CHARLES, St Dunstan's Hill, Esq. Jan 17. Vandercom & Co, Bush lane
SLACK, ELIZABETH, Carlisle. Jan 12. Donald & Ostell, Carlisle
STEPHENSON, Captain THOMAS, Saundersfoot, Pembs. Jan 12. Yewdall & Co, Henrietta st, Covent Garden
STONE, JOHN TAYLOR, Hentland, Hereford, Farmer. Jan 10. Davies, Ross
STRONG, FREDERICK, Cursitor st, Chancery lane, Sheriff's Officer. Jan 8. Price, John st, Bedford row
STROUD, WILLIAM, West Ham, Essex, Oilman. Feb 2. Chorley & Drawbridge, Moorgate st
TAYLOR, MARY ANN, Shenfield, Essex. Feb 1. Bell & Co, Louth
WILLS, ANN FLORENCE, Bath. Jan 1. Gill & Bush, Bath
WILLSON, JOHN, Gabber, Wembury, Devon, Gent. Feb 1. Rooker & Co, Plymouth

London Gazette.—TUESDAY, Dec. 16.

BOLCKOW, HARRIET, Prince's gate, South Kensington. Jan 24. Tucker & Lake, Serle st, Lincoln's inn
CHANNON, WILLIAM CHARLES, Cheltenham, Builder. Jan 31. Winterbothams & Gurney, Cheltenham
ELLIOTT, KITTY BOOKEY, Penboyr, Carmarthen. Feb 8. George, Newcastle Emlyn
FERNIE, ELIZABETH BARBARA, Edgware rd. Feb 1. Tyler, Lincoln's inn fields
FIELDER, JAMES GEORGE, Grove rd, Mile End. Jan 19. Hughes & Co, New Broad st
HARGREAVES, MARY, Springfield, Idle, Yorks. Jan 15. Fawcett & Co, Bradford
HARGREAVES, WILLIAM, Idle, Yorks, Stonemason. Jan 15. Fawcett & Co, Bradford
JENKINS, THOMAS, Penderyn, Brecon, Farmer. Dec 26. Phillips, Aberdare
JOSEPH, ALEXANDER, Clevedon, Somerset, Clerk, M.A., Canon of Rochester Cathedral. Jan 12. Tylee & Co, Essex st, Strand
MCCARTHY, DANIEL WILLIAM, Goldhawk rd, Shepherd's Bush, Gent. Jan 24. Rider, Leeds
MONTGOMERY, HENRY, Gravesend, Gent. Feb 2. Hilder, Gravesend
PERRY, PETER, Ramsgate, Gent. Feb 2. Lucas & Sons, Surrey st, Victoria Embankment
PHILLIPS, SUSANNA, Geraldine rd, Wandsworth. Feb 1. Ashley & Co, Frederick's pl, Old Jewry
POWELL, WILLIAM FREDERICK, Hereford, Prebendary of Hereford Cathedral. March 1. Underwood, Hereford
SMITH, CHARLES GOODWIN, Louth, Lincs, Grocer. Feb 11. Bell & Co, Louth
STRUGGALL, ROBERT, Southover, Lewes, Sussex, Esq. Jan 27. Gush & Co, Finsbury circus
SWAIL, JOHN CROMWELL, King st, Hammersmith, Esq. Feb 1. Child & Norton, Sloane st
TODD, GEORGE, Bideford, Devon, Bank Manager. Feb 1. Rooker & Bazeley, Bideford
VANSTONE, ROSA, Instow, Devon. Feb 1. Rooker & Bazeley, Bideford
WAINWRIGHT, ELIZA MARTHA, Wheelock Heath, nr Sandbach, Chester. March 25. Cooke, Crewe
WARE, WILLIAM, Barnes st, Oxford st, Straw Bonnet Manufacturer. Jan 20. Dixon & Co, Bedford row
WHALLEY, ROBERT, Farnworth, Lancs, Farmer. Feb 2. Husband, Widnes

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 19.

RECEIVING ORDERS.

BALLARD, JAMES, Cardiff, Grocer Cardiff Pet Dec 15 Ord Dec 15
BARKER, ALBERT, and JOSEPH EMSLEY, Bradford, Plumbers Bradford Pet Dec 16 Ord Dec 16
BARTON, WILLIAM THOMAS, Springbourne, Holdenhurst, Hants, Commission Agent Poole Pet Dec 16 Ord Dec 16
BERRY, WILLIAM EDWARD, Wyke, Birstal, Yorks, Lithographer's Manager Bradford Pet Dec 15 Ord Dec 15
BLUNT, ARTHUR WILLIAM, West Bridgford, Notts, Greengrocer Nottingham Pet Dec 16 Ord Dec 16
BOWMAN, HENRY, Jewbury, Yorks, Builder York Pet Dec 17 Ord Dec 17
BRADY, WILLIAM, Maidenhead, Berks, Coachbuilder Windsor Pet Nov 27 Ord Dec 13
BROWN, JAMES, Morley, Yorks, Builder Dewsbury Pet Dec 15 Ord Dec 15
BROWN, ROBERT, York, Tailor York Pet Dec 16 Ord Dec 16
BURROUGH, MARY ANN, Tiverton, Devon, Widow Exeter Pet Nov 24 Ord Dec 17
CARRINGTON, BENJAMIN GOLDING, Ipswich, Game Dealer Ipswich Pet Dec 13 Ord Dec 13
CHAMBERLAIN, CHARLES, West Bromwich, Baker West Bromwich Pet Dec 13 Ord Dec 13
CHAPMAN, WILLIAM WRIGHT, Leicester, Butcher Leicester Pet Dec 15 Ord Dec 15
CHARLTON, CHARLES ROBERT, late Whitehall place, retired Civil Servant High Court Pet Dec 17 Ord Dec 17
DAVIES, REES, Swansea, Grocer Swansea Pet Dec 16 Ord Dec 16
DAVIES, WILLIAM, and DAVID JONES, Ynyshir, Glam, Grocers Pontypridd Pet Dec 16 Ord Dec 16
EVANS, CHARLES, Malvern, Blacksmith Worcester Pet Dec 16 Ord Dec 16
GALE, CHARLES FRANCIS, Cheltenham, Solicitor Cheltenham Pet Dec 12 Ord Dec 12
GILES, ROBERT HARRIS, East Down, Devon, Clerk in Holy Orders Barnstaple Pet Dec 10 Ord Dec 13
GRAINGER, JAMES, Ryde, I W, Ironmonger Ryde Pet Dec 13 Ord Dec 13
GREENHOW, JOSEPH, Turton, nr Bolton, Clothes Dealer Manchester Pet Nov 14 Ord Dec 15
HAMLYN, WILLIAM H, Liverpool, Licensed Victualler Liverpool Pet Dec 2 Ord Dec 16
HEWINSON, ROBERT HENRY, Charlton Kings, nr Cheltenham, Innkeeper Cheltenham Pet Dec 13 Ord Dec 13
HIGGINSON, JAMES, Leicester, Licensed Victualler Leicester Pet Dec 11 Ord Dec 15
HILL, EDWARD, Swindon, Wilts, Gardener Swindon Pet Dec 16 Ord Dec 16
JONES, MARGARET, Marchwood, Eling, Southampton, Provision Dealer Southampton Pet Dec 14 Ord Dec 17
LYCETT, ERNEST FORREST, East Greenwich, Crucible Manufacturer Greenwich Pet Nov 25 Ord Dec 16
MASH, NATHANIEL GEORGE, Lower Uxbridge st, Fruiterer High Court Pet Dec 16 Ord Dec 16
MCCULLOCH, THOMAS, late Leadenhall st, retired Corn Merchant High Court Pet Nov 20 Ord Dec 17
NOONAN, ALFRED JAMES, Burslem, Staffs, Tailor Burslem Pet Dec 16 Ord Dec 16
PARKINSON, THOMAS, Halifax, Stock Broker Halifax Pet Dec 5 Ord Dec 17
RAWSON, WALTER, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 17 Ord Dec 17
REES, JENKIN, and STEPHEN THOMAS REES, Aberavon, Glam, Builders Neath Pet Nov 29 Ord Nov 29
SMITH, RALPH, Camberwell Station rd, Builder High Court Pet Dec 15 Ord Dec 15
STARKEY, HARRY, Ledbury, Herefordshire, Innkeeper Worcester Pet Dec 5 Ord Dec 16
TAYLOR, ABRAHAM, Churwell, nr Leeds, Working Tuner Leeds Pet Dec 15 Ord Dec 15
TAYLOR, CHARLES, Devonport, Licensed Victualler East Stonehouse Pet Dec 15 Ord Dec 15
TAYLOR, HARRY, Linton terr, Lampton rd, Hounslow, House Agent Brentford Pet June 18 Ord Dec 9
THOMSON, DOUGLAS, Hammersmith rd, West Kensington, Baker High Court Pet Dec 17 Ord Dec 17
TODD, CHARLES WILLIAM, Tadcaster, Yorks, Shoemaker York Pet Dec 17 Ord Dec 17
VERITY, WILLIAM COLBORNE, Cheltenham, Pawnbroker Cheltenham Pet Dec 3 Ord Dec 15
WADGE, EDWIN HARVEY, Trefrys, Linkinhorne, Cornwall, no occupation East Stonehouse Pet Dec 5 Ord Dec 17
WADGE, ISABELLA, Trefrys, Linkinhorne, Cornwall, Farmer East Stonehouse Pet Dec 5 Ord Dec 17
WAGHMAN, DEBORAH ELIZABETH, Brighton, Proprietress of a Ladies' School Brighton Pet Dec 15 Ord Dec 15
WINTER, RICHARD, Hadlow Down, Mayfield, Sussex, Innkeeper Tunbridge Wells Pet Dec 16 Ord Dec 16

The following amended notice is substituted for that published in the London Gazette, Dec. 9.

BENJAMIN, SAMUEL, Borough High st, Basket Manufacturer High Court Pet Dec 6 Ord Dec 6

FIRST MEETINGS.

ADAMS, WILLIAM, the Quadrant, West Kensington Park, Builder Jan 9 at 2.30 33, Carey st, Lincoln's inn fields
BAKER, GEORGE JAMES, Robertson st, Battersea, Builder Dec 30 at 12.30 24, Railway approach, London Bridge
BARKER, ALBERT, and JOSEPH EMSLEY, Bradford, Plumbers Dec 31 at 11 Off Rec, 31, Manor row, Bradford
BERRY, WILLIAM EDWARD, Wyke, Birstal, Yorks, Lithographer's Manager Dec 30 at 11 Off Rec, 31, Manor row, Bradford
BLUMENTHAL, JULIUS, Whittington avenue, Merchant Jan 13 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
BOWMAN, HENRY, Jewbury, York, Builder Jan 5 at 12 Off Rec, York
BROWN, ROBERT, York, Tailor Jan 2 at 11 Off Rec, York
BURROUGH, MARY ANN, West Manley, Tiverton, Devon, Widow Dec 31 at 11 Off Rec, 13, Bedford circus, Exeter
CARRINGTON, BENJAMIN GOLDING, Ipswich, Game Dealer Dec 29 at 12 Off Rec, 36, Princes st, Ipswich
CHAPMAN, WILLIAM WRIGHT, Leicester, Butcher Dec 29 at 12.30 Off Rec, 34, Friar lane, Leicester
COOPER, WILLIAM, Hove, Sussex, Baker Dec 30 at 12 Off Rec, 4, Pavilion buildings, Brighton
DICKINSON, WILLIAM, Moor End, Northenden, Cheshire, Market Gardener Dec 29 at 3 Off Rec, County chmbrs, Market place, Stockport
EDWARDS, WILLIAM, Swansea, Wheelwright Dec 29 at 3 Off Rec, 97, Oxford st, Swansea
ERRIDGE, ALFRED, Eastbourne, Joiner Dec 30 at 3 Coles & Carr, Solicitors, Seaside rd, Eastbourne
FAULKNER, WILLIAM, Chapel en le Frith, Derbyshire, Journeyman Butcher Dec 29 at 3.30 Off Rec, County chmbrs, Market place, Stockport
FERGUSON, WALTER, Rudston, Yorks, Tailor Dec 31 at 11.30 Off Rec, 74, Newborough st, Scarborough
FLEET, GEORGE RUTLAND, Savoy st, Strand, Actor Dec 30 at 12 33, Carey st, Lincoln's inn field's
GRAY, JOHN WILLIAM HORACE, and ALBERT GRAY, Leadenhall st, Engineers Jan 2 at 12 Bankruptcy buildings, Portugal st, Lincoln's inn fields
HIGGINSON, JAMES, Leicester, Licensed Victualler Dec 29 at 3 Off Rec, 34, Friar lane, Leicester
JENNINGS, WILLIAM JAMES, Croydon, Surrey, Tutor Dec 31 at 11.30 24, Railway approach, London Bridge
JOHNSON, WILLIAM HENRY, Birkenhead, Baker Jan 7 at 2.30 Off Rec, 35, Victoria st, Liverpool
JONES, JAMES GILBERT, Wrexham, Boot Dealer Dec 31 at 2.15 Royal Hotel, Crewe
JONES, JOHN EDWARD, Higher Tranmere, Cheshire, late Milk Dealer Jan 7 at 2 Off Rec, 35, Victoria st, Liverpool
LAVINGTON, WILLIAM FRANCIS, Constantine rd, Hampstead, Mercantile Clerk Jan 1 at 12 33, Carey st, Lincoln's inn fields
LONG, CHARLES JAMES, Wethersfield, Essex, Grocer Dec 31 at 12.30 Off Rec, 36, Princes st, Ipswich
MIRAMS, EDWARD, New inn, Strand, Solicitor Jan 2 at 11 33, Carey st, Lincoln's inn fields
NIXON, CHARLES NATHAN, Corporation chmbrs, Guildhall yard, Solicitor's Clerk Jan 2 at 12 33, Carey st, Lincoln fields
PARTRIDGE, JAMES, Wavendon, Bucks, Licensed Victualler Jan 2 at 12 County Court bldgs, Northampton
REES, JENKIN, and STEPHEN THOMAS REES, Aberavon, Glam, Builders Dec 29 at 12 Off Rec, 97, Oxford st, Swansea
RICHARDSON, WILLIAM, Market Rasen, Lincs, Baker Jan 1 at 12.30 Off Rec, 31, Silver st, Lincoln

SARTORIS, ALGERNON, Titchfield, Hants, Gent Dec 29 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

STEVENS, JOHN, Little Everdon, Wine Merchant Jan 2 at 12.30 County Court bldgs, Northampton

TODD, CHARLES WILLIAM, Tadcaster, Yorks, Shoemaker Jan 5 at 11 Off Rec, York

TOWERS, JAMES, Prior Marston, Warwickshire, Tailor Dec 29 at 12 Off Rec, 17, Hertford st, Coventry

WALKER, JOHN ADAM, Southport, Commission Agent Jan 8 at 2.30 Off Rec, 35, Victoria st, Liverpool

WATKINS, ERNEST, Aldermanbury postern, Manufacturer's Agent Dec 30 at 12 33, Carey st, Lincoln's inn

WEYMOUTH, HENRY, Lancefield st, Queen's pk, Builder Dec 30 at 1 33, Carey st, Lincoln's inn

WOODHEAD, JOSEPH HENRY, Wibsey, Bradford, Printer Dec 30 at 11.30 Off Rec, 31, Manor row, Bradford

WOODHOUSE, WILLIAM, Scarborough, Fisherman Dec 31 at 3.30 Off Rec, 74, Newborough st, Scarborough

WOODWARD, JAMES, Hakin, Milford Haven, Engineer Jan 7 at 2.30 Pier Hotel, Pembroke Dock

ADJUDICATIONS.

BALLARD, JAMES, Cardiff, Grocer Cardiff Pet Dec 15 Ord Dec 15

BANCROFT, WILLIAM, Lower Cwmbran, nr Newport, Mon, Insurance Canvasser Tredegar Pet Dec 10 Ord Dec 15

BARKER, ALBERT, and JOSEPH EMSLEY, Bradford, Plumbers, Bradford Pet Dec 15 Ord Dec 16

BERRY, WILLIAM EDWARD, Wyke, Birstal, Yorks, Lithographer's Manager Bradford Pet Dec 15 Pet Dec 15

BLUNT, ARTHUR WILLIAM, West Bridgford, Notts, Greengrocer Nottingham Pet Dec 16 Ord Dec 16

BOWMAN, HENRY, Jewbury, Yorks, Builder York Pet Dec 17 Ord Dec 17

BROWN, JAMES, Morley, Yorks, Builder Dewsbury Pet Dec 15 Ord Dec 15

BROWN, ROBERT, York, Tailor York Pet Dec 16 Ord Dec 16

BURLEY, EDWIN, New st, Borough rd, Southwark, China Dealer High Court Pet Dec 11 Ord Dec 16

CARRINGTON, BENJAMIN GOLDING, Ipswich, Game Dealer Ipswich Pet Dec 13 Ord Dec 13

CHAPMAN, WILLIAM WRIGHT, Leicester, Butcher Leicester Pet Dec 15 Ord Dec 15

CHARLTON, CHARLES ROBERT, Whitehall pl, retired Civil Servant High Court Pet Dec 17 Ord Dec 17

COOPER, JOHN NIELD, Hyde, Cheshire, Surgeon Ashton under Lyne and Stalybridge Pet Nov 1 Ord Dec 13

COOPER, WILLIAM, Hove, Sussex, Baker Brighton Pet Dec 4 Ord Dec 17

DAVIES, REES, Swansea, Grocer Swansea Pet Dec 16 Ord Dec 16

DAVIES, WILLIAM, and DAVID JONES (trading as DAVIES & JONES), Ynyshir, Glam, Grocers Pontypridd Pet Dec 16 Ord Dec 16

DICKINSON, WILLIAM, Moor End, Northenden, Cheshire, Market Gardener Stockport Pet Dec 10 Ord Dec 17

EDWARDS, WILLIAM, Swansea, Wheelwright Swansea Pet Dec 8 Ord Dec 15

GOODRICK, JOHN, Clementhorpe, Yorks, Joiner York Pet Dec 1 Ord Dec 16

HARVEY, EDWARD JENNINGS, Goldsmith st, Gough sq, Printer High Court Pet Dec 11 Ord Dec 16

HEWINSON, ROBERT HENRY, Charlton Kings, Cheltenham, Innkeeper Cheltenham Pet Dec 13 Ord Dec 13

HIGGINSON, JAMES, Leicester, Licensed Victualler Leicester Pet Dec 11 Ord Dec 15

HILL, EDWARD, Swindon, Wilts, Gardener Swindon Pet Dec 16 Ord Dec 16

JAMES, THOMAS, Orleton, Herefordshire, Timber Dealer Leominster Pet Nov 15 Ord Dec 15

JONES, MARGARET, Marchwood, Eling, Southampton, Provision Dealer Southampton Pet Dec 17 Ord Dec 17

LIGHT, HENRY, Lambeth walk, Lambeth, Oilman High Court Pet Dec 10 Ord Dec 16

MASH, NATHANIEL GEORGE, Lower Uxbridge st, Fruiterer High Court Pet Dec 16 Ord Dec 16

MAWSON, ELLEN, Dingle, Liverpool, Boot Dealer Liverpool Pet Dec 3 Ord Dec 15

MEDLEN, MONTAGUE, Plumstead, Kent, Jeweller Greenwich Pet July 30 Pet Dec 12

MERRICK, ROBERT WILLIAM, Bristol, Timber Merchant Bristol Pet Nov 29 Ord Dec 16

RAWSON, WALTER, Kingston upon Hull, Grocer Kingston upon Hull Pet Dec 17 Ord Dec 17

SHEAF, GEORGE, Newport, I W, Fish Salesman Newport Pet Dec 12 Ord Dec 12

SMITH, THOMAS, Cecile pk, Crouch end, Builder High Court Pet Dec 10 Ord Dec 15

TAYLOR, ABRAHAM, Churwell, nr Leeds, Working Tuner Leeds Pet Dec 15 Ord Dec 15

TAYLOR, CHARLES, Devonport, Licensed Victualler East Stonehouse Pet Dec 15 Ord Dec 16

THOMAS, JOHN ROWLAND, Rhyl, Clerk in Holy Orders Bangor Pet Nov 10 Ord Dec 15

THOMSON, DOUGLAS, Hammersmith rd, West Kensington, Baker High Court Pet Dec 17 Ord Dec 17

TODD, CHARLES WILLIAM, Tadcaster, Yorks, Shoemaker York Pet Dec 16 Ord Dec 17

WINTER, RICHARD, Hadlow Down, Mayfield, Sussex, Innkeeper Tunbridge Wells Pet Dec 15 Ord Dec 16

WOODHEAD, JOSEPH HENRY, Wibsey, Bradford, Printer Bradford Pet Dec 13 Ord Dec 15

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Tuesday, Feb 24	Tuesday, May 26	Tuesday, Aug 11
Tuesday, March 3	Tuesday, June 2	Tuesday, Aug 18
Tuesday, March 10	Tuesday, June 9	Tuesday, Aug 25
Tuesday, March 17	Tuesday, June 16	Tuesday, Oct 6
Tuesday, March 24	Tuesday, June 23	Tuesday, Oct 20
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